

Documentatie de Atribuire

Bidding Documents

**Servicii de investigatii seismice 3D in Botesti,
Romania**

**3D Seismic-investigation services in Botesti,
Romania**

**Licitatie deschisa
Open Tendering**

CPV:

71352120-7

Servicii de preluare de date seismice

Seismic data acquisition services

71352130-0

Servicii de colectare de date seismice

Seismic data collection services

Sectiunea A

Section A

Instructioni catre ofertanti

Instructions to Bidders

CONTINUT/CONTENT

PARTEA A. INFORMAȚII DESPRE PROCEDURĂ	7
PART A. BIDDING PROCESS INFORMATION.....	7
Secțiunea A.1. Instrucțiuni către Ofertanți	7
Section A.1 Instructions to Bidders	7
1 Informații cu caracter general	7
General Remarks	7
2 Informații despre Autoritatea Contractanta	7
Information about the Contracting Authority	7
3 Informații despre aceasta procedură	8
Information about the procedure	8
3.1 Procedura de semnare a contractului	8
Contract signing procedure	8
3.2 Informații despre scopul acestei proceduri	8
Information on this procedure's scope	8
3.3 Sursa de finanțare a contractului	8
Finance source for the contract	8
3.4 Calendarul procedurii	8
Bidding Timetable	8
Data/Date	8
3.5 Legislația ce guvernează aceasta procedură	9
Legislation governing this procedure	9
3.6 Secțiunile Documentației de atribuire	10
Sections of Bidding Documents	10
3.7 Acceptarea conținutului Documentației de Atribuire de către ofertanți.....	11
Acceptance of the Bidding Documents' content by Bidders	11
3.8 Amendamente la Documentația de atribuire	11
Amendments to the Bidding Documents	11
3.9 Clarificări la documentația de atribuire	12
Clarification to Bidding Documents	12
4 SELECTIA SI CALIFICAREA OFERTANTILOR.....	13

SELECTION AND QUALIFICATION OF BIDDERS	13
4.1 Operatori economici invitati	13
Invited economic operators	13
4.2 Cerinte minime referitoare la situatia personala a Ofertantului	13
Minimum requirements related to the personal situation of a Bidder	13
4.3 Conflict de interese si certificarea participarii la procedura cu oferta independenta.....	14
Conflict of interest and certification of participating in the procedure with independent bid.....	14
4.4 Situatii ce determina excluderea ofertantului din procedura de atribuire.....	15
Situations which determine exclusion of the Bidder from the procedure	15
4.5 Situatii ce pot determina excluderea Ofertantului din procedura de atribuire	15
Situations which might determine exclusion of the Bidder from the procedure.....	15
4.6 Cerinte minime referitoare la capacitatea de exercitare a activitatii profesionale.....	15
Minimum requirements related to the suitability to pursue the professional activity.....	15
4.7 Cerinte minime privind situatia economica si financiara	16
Minimum requirements related to the economic and financial standing	16
4.8 Cerinte minime privind capacitatea tehnica si profesionala.....	17
Minimum requirements regarding the technical and professional capabilities	17
4.9 Cerinte minime privind sistemul de management al calitatii.....	19
Minimum qualification requirement regarding the quality management system	19
4.10 Cerinte minime referitoare la masurile de securitate si sanatate ocupationala	19
Minimum requirements for compliance with HSE requirements	19
4.11 Cerinte minime referitoare la respectarea regulilor obligatorii privind conditiile de munca si protectia muncii	19
Minimum requirements for the compliance of compulsory regulations regarding the work conditions and work protection.....	19
5 MODUL DE PREGATIRE SI DE TRANSMITERE A OFERTELOR.....	19
PREPARATION AND SUBMISSION OF BIDS	19
5.1 Documentele solicitate de la ofertant	19
Documents requested from Bidder	19
5.2 Limba in care se deruleaza procedura de atribuire	21
Language of bidding procedure.....	21

5.3	Modul de pregatire a ofertelor	21
	Bid Preparation	21
5.4	Costul pregatirii ofertelor	22
	Cost of bidding preparation	22
5.5	Preturile prezentate in propunerea financiara	22
	Bid Prices as presented by the Offer	22
5.6	Moneda in care se realizeaza Propunerea Financiara si plata in cadrul contractului	23
	Currency of Financial Proposal and payment within the contract	23
5.7	Valabilitatea ofertei	23
	Bid validity	23
5.8	Confidentialitate	23
	Confidentiality	23
5.9	Garantia de participare la licitatie	24
	Bid Security	24
5.10	Forma ofertei si semnarea ofertei	25
	Form and signing the Bid	25
5.11	Informații suplimentare ce vor fi obținute de la Instituții Publice	26
	Additional Information to be obtained from Public Institutions	26
5.12	Propunerea tehnica	26
	Technical Proposal	26
5.13	Propunerea Financiara	26
	Financial Proposal	26
5.14	Transmiterea si depunerea ofertelor	27
	Sending and submission of Bids	27
5.15	Sigilarea si marcarea ofertelor	27
	Sealing and Marking of Bids	27
5.16	Adresa de depunere a ofertelor	28
	Bid submission address	28
5.17	Modalitati de transmitere a ofertelor	28

Submission of the Bids.....	28
5.18 Termenul limita de primire a ofertelor.....	28
Deadline for receipt of Bids.....	28
5.19 Oferte depuse la o alta adresa sau oferte intarziate.....	28
Bids submitted to another address, or late Bids	28
5.20 Retragerea, substituirea si modificarea ofertelor	29
Withdrawal, Substitution, and Modification of Bids	29
5.21 Oferte alternative	29
Alternative Bids	29
5.22 Oferta comuna.....	29
Common Bid	29
5.23 O Singura oferta pentru toate cerintele din caietul de sarcini	30
Single Bid for all requirements inserted in the Scope of Work.....	30
6 DESCHIDEREA SI EVALUAREA OFERTELOR.....	30
OPENING AND EVALUATION OF BIDS.....	30
6.1 Sedinta de deschidere a ofertelor	30
Bids opening session	30
6.2 Confidentialitatea procesului de evaluare.....	31
Confidentiality of process evaluation	31
6.3 Clarificari asupra continutului ofertei	32
Clarification of the bid's content	32
6.4 Corectia erorilor de calcul	33
Correction of calculation errors	33
6.5 Prezentarea propunerii tehnice de catre ofertanti pe parcursul procesului de evaluare.....	34
Presentation of the Technical Proposal by the Bidders during the evaluation process	34
7 SEMNAREA CONTRACTULUI	34
SIGNING OF THE CONTRACT	34
7.1 Criteriul de atribuire.....	34
Award criterion.....	34
T_(min) = timpul-in zile lucratoare- pentru prestarea serviciilor, prezentat de oferta admisibila care demonstreaza cel mai scurt timp estimat documentat.....	35

8	DREPTURI ALE OMV PETROM	35
	OMV PETROM's RIGHTS	35
8.1	Dreptul OMV PETROM de a accepta orice oferta si de a respinge oricare sau toate ofertele, in conformitate cu dispozitiile legale	35
	OMV Petrom's right to accept any Bid, and to reject any or all Bids, in compliance with legal provisions.....	35
8.2	Dreptul OMV Petrom referitor la obiectul contractului	36
	OMV Petrom's right in respect of the scope of the contract	36
8.3	Practici de afaceri	36
	Business Practices.....	36
8.4	Notificarea privind rezultatul procedurii	36
	Communication of the Procedure result.....	36
8.5	Semnarea contractului	37
	Signing of the contract.....	37
9	CAI DE ATAC.....	37
	APPEALS	37

PARTEA A. INFORMAȚII DESPRE PROCEDURĂ	PART A. BIDDING PROCESS INFORMATION
Secțiunea A.1. Instrucțiuni către Ofertanți	Section A.1 Instructions to Bidders
Informații cu caracter general	General Remarks
<p>În cadrul acestei documentatii de atribuire sunt aplicabile urmatoarele definiții:</p> <p>a) Licitația deschisa - Procedura de atribuire aplicabilă pentru semnarea contractului de servicii de «Servicii de investigatii seismice 3D in Botesti, Romania»;</p> <p>b) Contractant - ofertantul care a devenit, in conditiile legii, parte a contractului;</p> <p>c) Documentatia de atribuire - documentatia ce cuprinde toate informatiile legate de obiectul contractului precum si de procedura de atribuire a acestuia;</p> <p>d) Ofertant - oricare operator economic sau asociere de operatori economici care a depus oferta;</p> <p>e) Oferta - actul juridic prin care operatorul economic isi manifesta vointa de a se angaja din punct de vedere juridic in contract; oferta cuprinde propunerea financiara si propunerea tehnica;</p> <p>f) Propunere financiara - parte a Ofertei ce cuprinde informatiile cu privire la pret, tarif, alte conditii financiare si comerciale corespunzatoare satisfacerii cerintelor solicitate prin documentatia de atribuire;</p> <p>g) Propunere tehnica - parte a Ofertei elaborata pe baza cerintelor din caietul de sarcini;</p> <p>h) Termenul "în scris" înseamnă comunicare în formă scrisă, emisă electronic în format text și transmisă și în original cu confirmare de primire;</p> <p>i) Operator economic - oricare prestator de servicii - persoană fizică/juridică, de drept public sau privat, ori grup de astfel de persoane care oferă în mod licit pe piața servicii</p> <p>j) Sistemul Electronic de Achiziții Publice -SEAP- desemnează sistemul informatic de utilitate publică, accesibil prin internet la adresa www.e-licitatie.ro utilizat în scopul realizării publicității procedurii și comunicării între Autoritatea contractantă și potențialii Ofertanți pe durata derulării procedurii;</p> <p>k) Zi înseamnă zi calendaristică, cu excepția situațiilor în care contextul specifică în mod expres altfel.</p> <p>Cu excepția cazului în care contextul impune altfel, cuvintele la singular includ și semnificația de plural, și, de asemenea, cuvintele care indică pluralul includ și semnificația de singular.</p>	<p>Throughout these Bidding Documents the following definitions are applicable:</p> <p>a) Open procedure – Award procedure applicable for signing the services contract for “3D Seismic-investigation services in Botesti, Romania”;</p> <p>b) Contractor – the Bidder who became, as per legal provisions, a party of the contract;</p> <p>c) Bidding documents – documentation which includes all information related to the scope of the contract, as well as its award procedure;</p> <p>d) Bidder – any economic operator or association of economic operators that submitted a Bid;</p> <p>e) Bid – legal act by which the economic operator expresses his will to commit legally to the contract; the Bid comprises the financial proposal and technical proposal;</p> <p>f) Financial proposal – section of the Bid which contains information with regard to the price, tariffs, other financial and commercial conditions corresponding to compelling with the requirements specified in the Bidding documents;</p> <p>g) Technical proposal – section of the Bid elaborated based on the requirements in Scope of Work;</p> <p>h) The term “in writing” means communicated in written via electronic means in text format and in original form and delivered against receipt;</p> <p>i) Economic operator – any provider of services – natural/legal person, governed by public or private law, or a group of such persons which legally offers services on the market;</p> <p>j) Electronic System for Public Procurement – SEAP – system for public use, accessible by Internet at www.e-licitatie.ro and used with the purpose of advertising the procedure and communication between the Contracting Authority and potential Bidders during the procedure;</p> <p>k) Day means calendar day, except situations where the context specifies expressly otherwise.</p> <p>Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.</p>
2 Informații despre Autoritatea Contractantă	Information about the Contracting Authority
<p>In cadrul acestei proceduri de achizitie, finalizata cu semnarea unui contract, autoritatea contractanta este S.C. OMV PETROM S.A. - („OMV Petrom”).</p> <p>Activitatea Autoritatii contractante este in sfera serviciilor de prospectare si extragere a gazelor si petrolului.</p> <p>In cadrul acestei proceduri Autoritatea contractanta NU achizitioneaza in numele altei autoritati contractante, ci in nume propriu.</p> <p>Sediul OMV PETROM - este Calea Dorobantilor nr. 239, Sector 1, Bucuresti, Cod postal 010567, Romania.</p>	<p>Within this procurement procedure, finalized with the signing of a contract, S.C. OMV PETROM S.A. (“OMV Petrom”) is the Contracting Authority.</p> <p>The Contracting Authority’s activity is to perform services of prospecting and extraction of gas and oil. Within this procedure the Contracting Authority does NOT procure on behalf of other contracting authority, but for itself.</p> <p>Headquarters location of OMV PETROM - 239 Calea Dorobantilor, Sector 1, Bucharest, Zip code 010567, Romania.</p>

<p>Adresa de web a OMV PETROM este www.petrom.com Persoanele de contact pentru aceasta procedura sunt (se va trimite simultan celor doua persoane de contact):</p> <p>D-na Mariana GHIORGHICI OMV PETROM - Operational Procurement Department Petrom City, Infinity building, ground fl., area B600 22, Coralilor Str., Bucharest-1, RO-013329</p> <p>Email: mariana.ghiorghici@petrom.com</p> <p>D-I Mihai Carabaneanu OMV PETROM - Exploration Technologies Department Petrom City, Infinity building, 4 Floor, area A300, 22, Coralilor Str., Bucharest-1, RO-013329</p> <p>Email: mihai.carabaneanu@petrom.com</p>	<p>Web address of OMV PETROM is www.petrom.com Contact persons for this procedure are (to be simultaneously sent in attention of both contact persons):</p> <p>Mrs Mariana GHIORGHICI OMV PETROM - Operational Procurement Department Petrom City, Infinity building, ground fl., area B600 22, Coralilor Str., Bucharest-1, RO-013329</p> <p>Email: mariana.ghiorghici@petrom.com</p> <p>Mr. Mihai Carabaneanu OMV PETROM - Exploration Technologies Department Petrom City, Infinity building, 4 Floor, area A300, 22, Coralilor Str., Bucharest-1, RO-013329</p> <p>Email: mihai.carabaneanu@petrom.com</p>	
<p>3 Informații despre aceasta procedură</p>	<p>Information about the procedure</p>	
<p>Procedura de semnare a contractului</p> <p>Procedura de atribuire utilizata pentru atribuirea contractului este licitatie deschisa. Serviciile care fac obiectul acestei proceduri de achiziție trebuie să fie acoperite de o singură ofertă. Procedura se finalizeaza prin atribuirea unui contract de prestari servicii.</p>	<p>Contract signing procedure</p> <p>The procurement procedure used for awarding of the contract is the open procedure. The services, subject of this procedure must be covered by a single bid. The procedure ends with the awarding of a services rendering contract.</p>	
<p>Informatii despre scopul acestei proceduri</p>	<p>Information on this procedure's scope</p>	
<p>OMV Petrom invită operatorii economici interesați să prezinte oferte pentru realizarea serviciilor descrise în Secțiunea B „Caiet de sarcini” a acestei Documentații de Atribuire.</p>	<p>OMV Petrom invites the interested economic operators to submit a bid for carrying out the services described in Section B "Scope of Work" of this Bidding Documents.</p>	
<p>3.3 Sursa de finantare a contractului</p>	<p>Finance source for the contract</p>	
<p>Finantarea contractului ce urmeaza a fi atribuit ca rezultat in cadrul acestei proceduri, se realizeaza din surse proprii ale OMV Petrom.</p>	<p>Financing of contract which is to be awarded as result of this procedure is from OMV Petrom own funds.</p>	
<p>3.4 Calendarul procedurii</p>	<p>Bidding Timetable</p>	<p>Data/Date</p>
<p>Transmiterea spre publicare a anuntului de participare</p>	<p>Date of issuing the contract notice</p>	<p>07.04.2011</p>
<p>Punerea la dispozitia operatorilor economici a documentatiei de atribuire</p>	<p>Bidding documents at economic operators' disposal</p>	<p>13.04.2011</p>
<p>Primirea de clarificari privind documentatia de atribuire si raspunsul la acestea</p>	<p>Deadline for request for clarifications to the Bidding documents and the respective responses</p>	<p>18 .05.2011</p>
<p>Data limita pentru primirea ofertelor</p> <p>Deschiderea ofertelor</p>	<p>Deadline for submission of Bids</p> <p>Bids opening session</p>	<p>24.05.2011 ora/hrs 10AM,</p> <p>24.05.2011 ora/hrs 10:30AM</p>

Evaluarea ofertelor	Bids evaluation	13.06.2011
Notificarea privind rezultatul aplicarii procedurii*	Notification of the procedure result	16.06.2011
Semnarea contractului*	Contract signature	28.06.2011
Transmiterea spre publicare a anuntului de atribuire*	Award notice publication	15.07.2011
*data provizorie Toate orele specificate in acest calendar se refera la ora Romaniei	*provisional date All hours specified in this Timetable refers to Romanian Time Zone	
Legislatia ce guverneaza aceasta procedura	Legislation governing this procedure	
Derularea acestei proceduri este guvernata de legislatia in materie de achizitii publice in vigoare la data lansarii procedurii in Romania, dupa cum urmeaza:	This procedure is governed by the legislation in force covering public procurement in Romania at the moment of the procedure launching, as follows:	
ORDONANTA DE URGENTA A GUVERNULUI nr. 34/19.04.2006 privind atribuirea contractelor de achizitie publica, a contractelor de concesiune de lucrari publice si a contractelor de concesiune de servicii, publicata in Monitorul Oficial nr. 418 din 15 mai 2006;	Government Emergency Ordinance no. 34/19.04.2006 regarding the award of the public procurement contracts, public works concession contracts and services concession contracts, published in the Official Gazette of Romania no. 418, from 15 th of May 2006	
HOTARAREA DE GUVERN nr. 925/19.07.2006 pentru aprobarea normelor de aplicare a prevederilor referitoare la atribuirea contractelor de achizitie publica din Ordonanta de urgenta a Guvernului nr. 34/2006 privind atribuirea contractelor de achizitie publica, a contractelor de concesiune de lucrari publice si a contractelor de concesiune de servicii, publicata in Monitorul Oficial nr. 625 din 20 iulie 2006;	Government Decision no. 925/19.07.2006 for approving of the application norms of the Government's Emergency Ordinance no. 34/2006 regarding the award of public procurement contracts works concession contracts and services concession contracts, published in the Official Gazette of Romania no. 625, from July 2006	
LEGEA nr. 337/17.07.2006 pentru aprobarea Ordonantei de urgenta a Guvernului nr. 34/2006 privind atribuirea contractelor de achizitie publica, a contractelor de concesiune de lucrari publice si a contractelor de concesiune de servicii, publicata in Monitorul Oficial nr. 625 din 20 iulie 2006;	Law 337/17.07.2006 for the approval of G.E.O. no. 34/2006 regarding the award of the public procurement contracts, public works concession contracts and services concession contracts, published in the Official Gazette of Romania no. 625, from 20 th of July 2006	
ORDONANTA DE URGENTA A GUVERNULUI nr. 94/26.09.2007 pentru modificarea si completarea OUG 34/2006, publicata in Monitorul Oficial nr. 676 din 4 octombrie 2007;	Emergency Ordinance no. 94/26.09.2007 for amending and supplementing Government's Emergency Ordinance no. 34/2006, published in the Official Gazette of Romania no. 676, from 4 th of October 2007	
ORDONANTA DE URGENTA nr. 143/28.10.2008 pentru modificarea si completarea Ordonantei de urgenta a Guvernului nr. 34/2006 privind atribuirea contractelor de achizitie publica, a contractelor de concesiune de lucrari publice si a contractelor de concesiune de servicii, publicata in Monitorul Oficial nr. 805 din 2 decembrie 2008;	Government Emergency Ordinance no. 143/28.10.2008 for amending and supplementing Government's Emergency Ordinance no. 34/2006 regarding the award of public procurement contracts works concession contracts and services concession contracts published in the Official Gazette of Romania 1 st Part no. 805 from 2 nd of December 2008	
ORDONANTA DE URGENTA nr. 19/7.03.2009 privind unele masuri in domeniul legislatiei referitoare la achizitiile publice, publicata in Monitorul Oficial cu nr. 156 din 12 martie 2009;	Government Emergency Ordinance no. 19/07.03.2009 regarding some measures on the legislation on public procurement, published in the Official Gazette of Romania no. 156, from 12 of March 2009	
ORDONANTA DE URGENTA 72/17.06.2009 pentru modificarea si completarea Ordonantei de urgenta a Guvernului nr. 34/2006 privind atribuirea contractelor de concesiune de lucrari publice si a contractelor de concesiune de servicii, publicata in Monitorul Oficial nr.	Government Emergency Ordinance no. 72/ 17.06.2009 for amending and supplementing Government's Emergency Ordinance no. 34/2006 regarding the award of public procurement contracts works concession contracts and services concession contracts, published in the Official	

426 din 23 iunie 2009;	Gazette of Romania no. 426/2009
HOTARAREA DE GUVERN nr. 834/27.07.2009 privind modificarea si completarea Hotararii Guvernului nr. 925/2006 pentru aprobarea normelor de aplicare a prevederilor referitoare la atribuirea contractelor de achizitie publica din Ordonanta de urgenta a Guvernului nr. 34/2006 privind atribuirea contractelor de achizitie publica, a contractelor de concesiune de lucrari publice si a contractelor de concesiune de servicii, publicata in Monitorul Oficial nr. 515 din 27 iulie 2009;	Government Decision no. 834/27.07.2009 for amending and supplementing the Government Decision no. 925/19.07.2006 for approving of the application norms of the Government's Emergency Ordinance no. 34/2006 regarding the award of public procurement contracts works concession contracts and services concession contracts, published in the Official Gazette of Romania no. 515, from 27 th of July 2009
ORDONANTA DE URGENTA A GUVERNULUI NR. 30/12.04.2006 privind functia de verificare a aspectelor procedurale aferente procesului de atribuire a contractelor de achizitie publica, publicata in Monitorul Oficial al Romaniei, Partea I, nr. 365/26.04.2006, modificată și completată prin Legea 228/2007 și prin O.U.G. nr 129/2007	Government Emergency Ordinance no. 30/2006 regarding the verification function of the procedural aspects concerning the public procurement contracts , published in the Official Gazette of Romania Part I, no. 365/26.04.2006, with the amendment and supplements of Law 228/2007 and GEO 129/2007
HOTĂRÂREA GUVERNULUI NR. 942/19.07.2006 pentru aprobarea normelor de aplicare a Ordonantei de urgenta a Guvernului nr. 30/12.04.2006, publicata in Monitorul Oficial al Romaniei, Partea I, nr. 661/01.08.2006, cu modificările și completările aduse de 1.083/2007	Government Decision no 942/2006 for approving the application norms of G.E.O. no. 30/2006, published in the Official Gazette of Romania Part I, no. 661/01.08.2006 with the amendment and supplements of Law 1083/2007
ORDONANTA DE URGENTA nr. 76 din 30.06.2010 pentru modificarea și completarea Ordonantei de urgenta a Guvernului nr. 34/2006 privind atribuirea contractelor de achizitie publica, a contractelor de concesiune de lucrari publice și a contractelor de concesiune de servicii, publicata in Monitorul Oficial nr. 453 din 2 iulie 2010	Government Emergency Ordinance no. 76/ 30.06.2010 for amending and supplementing Government's Emergency Ordinance no. 34/2006 regarding the award of public procurement contracts works concession contracts and services concession contracts, published in the Official Gazette of Romania no. 453/02.07.2010
Legea nr. 278/2010 privind aprobarea Ordonanței de urgență a Guvernului nr. 76/2010 pentru modificarea și completarea Ordonanței de urgență a Guvernului nr. 34/2006 privind atribuirea contractelor de achiziție publică, a contractelor de concesiune de lucrări publice și a contractelor de concesiune de servicii, publicata in Monitorul Oficial al Romaniei nr. 898 din 31 decembrie 2010	Law no. 278/2010 approving Government Emergency Ordinance no. 76/2010 for amending and supplementing Government Emergency Ordinance no. 34/2006 on public procurement contracts, the public works concession contracts and services concession contracts, published in the Official Gazette of Romania no. 898 of December 31, 2010
Ordinul 314/2010 privind punerea in aplicare a certificatului de participare la licitatii cu oferta independenta, emis de Presedintele ANRMPP; publicat in Monitorul Oficial nr. 701 din 20 octombrie 2010	Order 314/2010 on the implementation of the certificate of participation in auctions with independent bid, issued by President NARMPP, published in Official Gazette no. 701 of October 20, 2010
Pentru situatiile neacoperite de prezenta Documentatie de Atribuire se aplica legislatia in vigoare a României.	The Romanian legislation in force applies for the all situations not covered by the present Bidding Documents.
Sectiunile Documentatiei de atribuire	Sections of Bidding Documents
Aceasta Documentatie de Atribuire constă din următoarele părți și secțiuni, și trebuie să fie citită în coroborare cu orice amendament emis în conformitate cu "Amendamente ale documentatiei de atribuire" si cu raspunsurile la solicitarile de clarificari emise de Autoritatea contractanta conform paragrafului „Clarificari la Documentatia de Atribuire”: <ol style="list-style-type: none"> 1. Instructiuni catre ofertanti (Sectiunea A) si anexe sale; 2. Caiet de sarcini (Sectiunea B) si anexe sale; 3. Propunere de Contract (Sectiunea C); 	This Bidding Documents consist of following parts and sections, and should be read in conjunction with any amendment issued in accordance with "Amendments to Bidding Documents" and with responses to the requests of clarifications issued by the Contracting Authority in accordance to the paragraph „Clarifications to Bidding Documents”: <ol style="list-style-type: none"> 1. Instruction to Bidders (Section A) and its appendixes; 2. Scope of Work (Section B) and its appendix; 3. Proposed Contract (Section C);

4. Formulare (Sectiunea D).	4. Forms (Section D).
Acceptarea continutului Documentatiei de Atribuire de catre ofertanti	Acceptance of the Bidding Documents' content by Bidders
<p>Prin depunerea unei oferte, Ofertantul acceptă în totalitate și fără restricții condițiile prezentei proceduri de atribuire ca bază unică de desfășurare a acestei proceduri, indiferent de propriile sale condiții de realizare a serviciilor, la care renunță prin depunerea ofertei. Orice rezerve incluse în Oferta pot duce la respingerea ofertei. Ofertantii sunt singurii raspunzatori pentru examinarea și însușirea continutului Documentatiei de Atribuire și de pregătirea ofertei în conformitate cu:</p> <ol style="list-style-type: none"> 1. Instrucțiunile către ofertanti prezentate în secțiunea A; 2. Caietul de sarcini prezentat în cadrul secțiunii B; 3. Prevederile contractuale prezentate în cadrul secțiunii C; 4. Formularele prezentate în cadrul secțiunii D. <p>Imposibilitatea de a depune o oferta care să conțină toate informațiile cerute în termenul prevăzut va duce la respingerea ofertei.</p> <p>Comisia de evaluare nu va lua în considerare nicio exprimare a unei rezerve în oferta în raport cu conținutul secțiunilor din prezenta Documentatie de Atribuire. Exprimarea în cadrul Ofertei a unei astfel de rezerve va duce la respingerea Ofertei.</p> <p>Pentru a pregăti și transmite o oferta, Ofertantul trebuie să examineze toate documentele ce formează Documentatia de atribuire. Nerespectarea instrucțiunilor și nereturnarea formularelor solicitate completate integral/corespunzător sunt activități realizate pe riscul Ofertantului. Dacă Ofertantul nu furnizează în oferta sa toate informațiile solicitate sau prezintă o oferta care nu include toate documentele solicitate, aceasta se va face pe propriul risc al Ofertantului.</p> <p>OMV Petrom își asumă responsabilitatea pentru caracterul complet al acestei Documentatii de Atribuire și a eventualelor modificări, adăugiri și clarificări numai în cazul în care acestea sunt obținute de către Ofertant direct de la OMV Petrom (prin intermediul www.e-licitatie.ro). Ofertantii trebuie să transmită o oferta completă pentru toate activitățile ce fac obiectul acestei Documentatii de atribuire pentru un lot. Nu vor fi acceptate oferte pentru activități și cantități incomplete.</p> <p>În plus, prin trimiterea unei oferte, se consideră că Ofertantul are cunoștința de toate legile, actele și reglementările relevante din România, care pot afecta în orice fel operațiunile sau activitățile ce sunt subiect al acestei proceduri pentru semnarea contractului ce rezultă din aceasta.</p>	<p>By submitting a bid, the Bidder accepts in full and without restriction the conditions governing this Bidding Procedure as the sole basis of this Bidding procedure, whatever his own conditions of carrying out the services may be, which he hereby waives by submitting a Bid. Any reserve included in the bid, may lead to the bid rejection. Bidders are solely liable for the examination and appropriation of the Bidding documents content and for the Bid preparation in accordance with:</p> <ol style="list-style-type: none"> 1. Instruction to Bidders presented in section A; 2. Scope of Work presented in section B; 3. Contract provisions, presented in section C; 4. Forms presented in section D. <p>Failure to submit a Bid containing all requested information within the foreseen deadline shall lead to the Bid rejection. Evaluation committee shall not take into consideration any expression of reserve in the bid regarding the content of the Bidding Documents sections. Expression within the Bid of such reserve shall lead to Bid rejection.</p> <p>In order to prepare and submit a Bid, the Bidder shall examine all documents forming the Bidding documents. Non-observance of the instruction and non sending back the requested forms filled up integrally/correspondingly are activities at Bidder's risk. If the Bidder does not provide in his bid the information requested or submits a Bid, which does not include all requested documents, it will be at Bidder's own risk.</p> <p>OMV Petrom is accountable for the completeness of these Bidding Documents and of potential modifications, ads, and clarifications only if the Bidder obtains these directly from OMV Petrom (via www.e-licitatie.ro).</p> <p>Bidders shall submit a complete Bid for all activities, which are subject of this Bidding Documents for one lot. No Bids for activities or incomplete quantities shall be accepted.</p> <p>Additional, by submitting a Bid, the Bidder is considered to know all the laws, acts and regulations relevant in Romania, which can affect in any way the operations or activities that are subject to this procedure for signing the contract resulting from it.</p>
Amendamente la Documentatia de atribuire	Amendments to the Bidding Documents
<p>OMV Petrom poate emite amendamente la Documentatia de atribuire într-un interval de timp de până la cel mult 6 zile înainte de termenul limită de depunere a ofertelor. Orice amendament emis astfel va fi parte a Documentatiei de atribuire și va fi comunicat tuturor celor ce au obținut</p>	<p>OMV Petrom can issue amendments to the Bidding documents within a time delay up to 6 days at most before the deadline for the Bids submission.</p> <p>Any amendment issued shall be part of the Bidding</p>

<p>pana la momentul respectiv Documentatia de atribuire prin intermediul www.e-licitatie.ro, utilizand interfata www.e-licitatie.ro</p> <p>Daca va considera necesar si pentru a oferi potentialilor Ofertanti timpul necesar pentru a lua in calcul prevederile unui amendament in pregatirea Ofertelor, OMV Petrom va putea prelungi termenul limita de depunere a Ofertelor, caz in care toate drepturile si obligatiile stabilite anterior pentru OMV Petrom si Ofertanti vor trebui raportate la noul termen.</p>	<p>Documents and shall be communicated in writing to all who have obtained the Bidding documents through www.e-licitatie.ro, using the www.e-licitatie interface.</p> <p>If considered necessary, and in order to offer to potential Bidders the necessary time for considering the provision of an amendment in preparing the Bids, OMV Petrom may extend the deadline for the submission of Bids. In such a case, all rights and obligations previously established for OMV Petrom and Bidders shall be extended to the new deadline.</p>
<p>Clarificari la documentatia de atribuire</p>	<p>Clarification to Bidding Documents</p>
<p>OMV Petrom considera ca prezenta Documentatie de atribuire ofera suficiente informatii in ceea ce priveste:</p> <ol style="list-style-type: none"> descrierea obiectului contractului, în detalii suficiente pentru a permite identificarea naturii și complexității acestuia; durata estimata a contractului; informatiile ce trebuie prezentate in cadrul ofertei, pentru a putea oferi fiecarui operator economic posibilitatea de a decide in raport cu participarea la aceasta procedura privind semnarea contractului. <p>Cu toate acestea, in cazul in care un potential ofertant doreste clarificari cu privire la continutul Documentatiei de atribuire, acesta poate solicita clarificari. Orice solicitare de clarificari, trebuie trimisa in scris, cu specificarea referintei de la publicarea anuntului in cadrul SEAP (www.e-licitatie.ro) si a titlului contractului catre urmatoarea persoana de contact:</p> <p style="text-align: center;">Mrs Mariana GHIORGHICI OMV PETROM - Operational Procurement Department Petrom City, Infinity building, ground fl., area B600 22, Coralilor Str., Bucharest-1, RO-013329</p> <p>Email: mariana.ghiorghici@petrom.com</p> <p>si</p> <p style="text-align: center;">D-I Mihai Carabeanu OMV PETROM - Exploration Technologies Department Petrom City, Infinity building, 4 Floor, area A300, 22, Coralilor Str., Bucharest-1, RO-013329</p> <p>Email: mihai.carabeanu@petrom.com</p> <p>Singurul punct de contact al OMV Petrom pe durata acestei procedurii de atribuire este prezentat în informațiile de contact / persoanele / coordonatele de mai sus și în niciun caz nu trebuie făcute alte contacte directe cu alt personal OMV Petrom. OMV Petrom nu va fi responsabil pentru reclamații ulterioare rezultate din nerespectarea acestei instrucțiuni.</p> <p>Daca solicitarea de clarificare este transmisa in timp util, OMV Petrom va raspunde, in termen de cel mult 3 zile lucratoare, oricarei solicitari de clarificari primita, si nu mai tarziu de 6 zile inainte de termenul limita de depunere a ofertelor.</p> <p>OMV Petrom este pusa in imposibilitatea de a transmite raspunsul la solicitarile de clarificari cu cel putin 6 zile inainte de termenul limita de depunere a ofertelor, daca</p>	<p>OMV Petrom deems that the present Bidding Documents provide sufficient information, related to:</p> <ol style="list-style-type: none"> the description of the contract scope, in sufficient details for allowing identification of its nature and complexity; the expected contractului implementation period; the information to be provided within the bid, in order to offer to each economic operator the possibility to decide upon the participation to this procedure for signing the contract. <p>Notwithstanding the above statements, in case a potential Bidder requires any clarification related to content of the Bidding Documents, the respective Bidder may request clarifications.</p> <p>Any request of clarifications shall be sent in writing with the specification of the reference of the published notice in SEAP (www.e-licitatie.ro) and of the contract title towards the following contact person:</p> <p style="text-align: center;">Mrs Mariana GHIORGHICI OMV PETROM - Operational Procurement Department Petrom City, Infinity building, ground fl., area B600 22, Coralilor Str., Bucharest-1, RO-013329</p> <p>Email: mariana.ghiorghici@petrom.com</p> <p>and</p> <p style="text-align: center;">Mr. Mihai Carabeanu OMV PETROM - Exploration Technologies Department Petrom City, Infinity building, 4 Floor, area A300, 22, Coralilor Str., Bucharest-1, RO-013329</p> <p>Email: mihai.carabeanu@petrom.com</p> <p>The sole OMV Petrom contact during this bidding procedure is to the contact/persons/coordinates stated above and under no circumstances should contact be made directly with other OMV Petrom personnel. OMV Petrom shall not be liable for subsequent claims resulting from failure to follow this instruction.</p> <p>If the request for clarification is sent in due time, OMV Petrom will respond in 3 working days to any request for clarification received, but no later than 6 days prior to the deadline for submission of Bids.</p> <p>OMV Petrom may be unable to reply to clarification requests in the 6 days before the deadline for submission of Bids if the request for clarification is not sent in due time.</p>

<p>solicitarea de clarificare nu este transmisa in timp util. Totusi, OMV Petrom va raspunde la aceste solicitari, in masura in care perioada necesara pentru elaborarea si transmiterea raspunsului face posibila primirea acestuia de catre operatorii economici inainte de data limita de depunere a ofertelor.</p> <p>Daca solicitarile de clarificare sunt transmise in intervalul dintre cele 6 zile inainte de termenul limita de depunere a ofertelor, OMV Petrom va raspunde la solicitarea de clarificare in masura in care perioada necesara pentru elaborarea si transmiterea raspunsului face posibila primirea acestuia de catre cei care au solicitat documentatia de atribuire inainte de termenul limita de depunere a ofertelor.</p> <p>OMV Petrom recomanda operatorilor economici interesati sa transmita solicitarile de clarificari cu cel putin 9 zile inainte de termenul limita de depunere a ofertelor.</p> <p>Daca OMV Petrom considera necesara amendarea Documentatiei de atribuire ca rezultat al unei solicitari de clarificare, o va face urmand procedura descrisa la paragraful „Amendamente la Documentatia de atribuire”.</p>	<p>Nevertheless, OMV Petrom will answer such requests if the necessary period to prepare and send a reply makes possible its receipt by the economic operators before the deadline for submission of Bids.</p> <p>If requests for clarification are sent in the 6 days before the deadline for submission of Bids, OMV Petrom will answer such requests if the necessary period to prepare and send a reply makes possible its receipt by those who requested the Bidding documents before the deadline for submission of Bids.</p> <p>OMV Petrom recommends to the interested economic operators to send requests for clarification at least 9 days before the deadline for submission of Bids.</p> <p>If OMV Petrom considers it necessary to amend the Bidding documents as a result of a request for clarification, it will proceed following the written procedure described to the paragraph “Amendments to the Bidding Documents”.</p>
<p>4 SELECTIA SI CALIFICAREA OFERTANTILOR</p>	<p>SELECTION AND QUALIFICATION OF BIDDERS</p>
<p>4.1 Operatori economici invitati</p>	<p>Invited economic operators</p>
<p>Aceasta licitatie este deschisa in conditii de egalitate tuturor operatorilor economici persoane fizice si juridice sau asocieri de persoane fizice si/sau juridice, ce actioneaza conform legii.</p>	<p>This procedure is equally open to all economic operators' natural and legal persons, private and public entities or legal and/or natural persons' association acting under the law.</p>
<p>Asocierile de persoane fizice si/sau juridice pot prezenta o oferta comuna cu conditia ca toate persoanele participante in aceasta asociere sa indeplineasca cerintele legale din tarile lor de origine si cu conditia ca toti membrii asociati sa semneze un Acord de asociere odata cu desemnarea unuia dintre ei ca lider al asocierii.</p>	<p>Associations of natural and/or legal persons may submit a joint Bid on condition that all persons participating in the Association fulfill the requirement of lawful establishment in their countries and an Association Agreement is signed by all members, appointing one of them as Leader.</p>
<p>Asocierile de operatori economici nu sunt obligate sa se constituie intr-un cadru legal pentru a putea sa depuna o oferta. In cazul in care Ofertantul selectat ca si castigator este o asociere, atunci aceasta nu va fi obligata sa autentifice contractul de asociere inainte de semnarea contractului, in fata unui notar, cu exceptia situatiei in care OMV Petrom solicita aceasta in mod expres.</p>	<p>Associations of economic operators are not obliged to take a specific legal form in order to submit their Bids. In case the selected Bidder is an association, then it will not be compelled to authenticate the association contract in front of a notary, except upon OMV Petrom's request, before signing the contract.</p>
<p>Un Ofertant (operator economic) poate, acolo unde este posibil, sa se bazeze pe resursele altor operatori economici, indiferent de natura relatiei juridice dintre acestia. In acest caz, Ofertantul trebuie sa dovedeasca OMV Petrom ca are la dispozitia sa resursele necesare realizarii serviciilor specificate in contract.</p>	<p>A Bidder (economic operator) may - where possible-, rely on the capacities of other entities, regardless of the legal nature of the relation that it has with them. It must in this case prove to OMV Petrom that it will have at its disposal the resources necessary for performance of the services specified in the contract.</p>
<p>OMV Petrom își rezervă dreptul de a verifica toate informațiile prezentate cu oferta.</p>	<p>OMV Petrom reserves the right to verify all information submitted with the bid.</p>
<p>4.2 Cerinte minime referitoare la situatia personala a Ofertantului</p>	<p>Minimum requirements related to the personal situation of a Bidder</p>
<p>Pentru a-si demonstra situatia personala Ofertantul trebuie sa prezinte: 1) Declaratie privind eligibilitatea;</p>	<p>To demonstrate the personnel situation the Bidder shall present: 1) Statement of eligibility;</p>

<p>2) Declarație privind neincadrarea în situațiile prevăzute la art. 181 din Ordonanța de urgență a Guvernului nr. 34/2006, cu modificările și completările ulterioare;</p> <p>3) Declarație privind calitatea de participant la procedură.</p> <p>4) Cazier judiciar al operatorului economic (în statele unde este aplicabil) sau orice alt document echivalent</p> <p>5) Istoricul litigiilor</p> <p>Aceste declarații trebuie semnate de reprezentantul imputernicit al operatorului economic, așa cum este acest reprezentant identificat în documentele prezentate pentru a dovedi capacitatea de exercitare a activității profesionale, în conformitate cu prevederile legale din țara în care Ofertantul este stabilit.</p> <p>OMV Petrom își rezervă dreptul de a verifica informațiile prezentate de Ofertant și astfel poate solicita, înainte de adoptarea deciziei de semnare a contractului ca Ofertanții să prezinte documente edificatoare (certIFICATE constatatoare privind îndeplinirea obligațiilor de plată a impozitelor, taxelor și contribuțiilor de asigurări sociale către bugetele componente ale bugetului general consolidat).</p> <p>În cazul în care OMV Petrom prin comisia de evaluare consideră că există anumite incertitudini în ceea ce privește informațiile prezentate de Ofertant cu privire la situația personală a acestuia, atunci OMV Petrom poate solicita informații direct de la autoritățile competente. În cazul unei asocieri, fiecare asociat este obligat să prezinte aceste documente.</p>	<p>2) Statement to indicate that it is not in one of the situations provided for by the art. 181 of Government Emergency Ordinance no. 34/2006 with further amendments and supplementing;</p> <p>3) Statement regarding the capacity of participant to engage in the procedure.</p> <p>4) Certificate of good conduct/criminal record of the economic operator (in countries where applicable) or other equivalent document;</p> <p>5) Litigation history</p> <p>These statements shall be signed by the economic operator's authorised representative as identified in the documents presented in order to demonstrate the suitability to pursue the professional activity in accordance with legal provisions in the country where the Bidder is established. OMV Petrom reserves the right to verify the information submitted by the Bidder and thus may request, before issuing the contract signing decision, that Bidders present clarifying documents (confirmation of company details regarding fulfillment of his obligations relating to the payment of taxes and associated contributions, as well as the obligations relating to the payment of social security contributions to the state budget and its components). If OMV Petrom through the evaluation committee considers there are uncertainties with reference to the Bidder's personal situation as economic operator, then OMV Petrom may request information directly to the competent authorities. In case of an association, each associate shall submit these documents.</p>
<p>4.3 Conflict de interese și certificarea participării la procedura cu oferta independentă</p>	<p>Conflict of interest and certification of participating in the procedure with independent bid</p>
<p>Notiunea de "conflict de interese" în cadrul acestei proceduri se interpretează după cum urmează: orice operator economic sau un expert care participă în procesul de pregătire a documentației de atribuire și care a furnizat informații ce au stat la baza întocmirii Caietului de sarcini și/sau a celorlalte părți ale Documentației de atribuire, nu poate participa la procedura cu excepția cazului în care poate dovedi Autorității Contractante că implicarea sa în etapele anterioare nu este de natură să distorționeze concurența. În mod similar:</p> <ol style="list-style-type: none"> 1. nici o persoană privată sau persoană juridică, care participă direct la evaluarea ofertelor, nu poate participa la această procedură în calitate de ofertant, ofertant asociat sau subcontractor 2. Ofertantul/Ofertantul asociat/Subcontractantul care are drept membri în cadrul consiliului de administrație/organ de conducere sau de supervizare și/sau are acționari ori asociați persoane care sunt sot/sotie, ruda sau afin până la gradul al patrulea inclusiv sau care se află în relații comerciale (astfel cum sunt acestea prevăzute la art. 69 lit. a) din OUG 34.2006 cu modificările și completările ulterioare) cu persoane ce dețin funcții de decizie în cadrul autorității contractante nu poate fi admis cu oferta în procedură. <p>Persoanele ce dețin funcții de decizie în cadrul Autorității Contractante OMV Petrom sunt membrii Directoratului și</p>	<p>Within this procedure, the concept of "conflict of interest" shall be understood as follows: any company or expert participating in the preparation of the Bidding Documents and providing information for the Scope of Work and other sections of the Bidding Documents, must be excluded from participating in, unless they can prove to the Contracting Authority that the involvement in previous stages of the project does not constitute unfair competition. Similarly:</p> <ol style="list-style-type: none"> 1. no private or juridical person, directly participating in the evaluation of Bids, can not participate in the procedure as Bidder, Associated Bidder, or Sub-Contractor. 2. The Bidder/ Associated bidder/ Sub-Contractor having members of the Managing Board/Management or supervision and/or shareholders or associates persons that are husband/wife, any relatives or affine until the fourth level or they have commercial relations (as this relations are defined in article 69, paragraph a) of the GEO 34/2006 with further amendments and supplementing) with persons having a decision position in the Contracting Authority can not enter in the procedure. <p>Persons having a decision position in the Contracting Authority OMV Petrom are the members of the Executive Board and of the Supervisory Board of the Contracting</p>

<p>ai Consiliului de Supraveghere al Autoritatii contractante astfel cum sunt acestia prezentati pe site-ul OMV Petrom. De asemenea, Ofertantul trebuie sa certifice faptul ca participarea la prezenta procedura este facuta in concordanta cu regulile de concurenta. Ofertantul trebuie sa prezinte declaratia "Certificat de participare la licitatie cu oferta independenta" conform formularului care se regaseste in sectiunea D. Aceasta declaratie trebuie semnata de reprezentantul/reprezentantii legal(i) ai operatorului economic, asa cum este acesta reprezentant identificat in documentele prezentate pentru a dovedi capacitatea de exercitare a activitatii profesionale, in conformitate cu prevederile legale din tara in care Ofertantul este stabilit.</p>	<p>Authority as presented on the OMV Petrom website.</p> <p>Also, the Bidder shall certify that participating in this procedure is according to the fair competition rules. The bidder shall present a "Certificate for participating in the bidding process with independent bid" according to the form provided in Section D. This statement shall be signed by the economic operator's authorised representative(s) as identified in the documents presented in order to demonstrate the suitability to pursue the professional activity in accordance with legal provisions in the country where the bidder is established.</p>
<p>4.4 Situati ce determina excluderea ofertantului din procedura de atribuire</p>	<p>Situations which determine exclusion of the Bidder from the procedure</p>
<p>Un operator economic este exclus din prezenta procedura daca a fost condamnat in ultimii 5 ani printr-o hotarare judecatoreasca definitiva pentru:</p> <ol style="list-style-type: none"> participare la activitati ale unei organizatii criminale; coruptie; frauda; spalare de bani; 	<p>An economic operator will be excluded from the participation to this procedure if it was convicted by definitive court decision in the last 5 years, for:</p> <ol style="list-style-type: none"> participation in a criminal organization, corruption, fraud, money laundering;
<p>4.5 Situati ce pot determina excluderea Ofertantului din procedura de atribuire</p>	<p>Situations which might determine exclusion of the Bidder from the procedure</p>
<p>Un operator economic poate fi exclus din prezenta procedura daca:</p> <ol style="list-style-type: none"> a intrat în faliment ca urmare a hotărârii pronunțate de judecătorul-sindic; nu si-a indeplinit obligatiile de plata a impozitelor, taxelor si contributiilor de asigurari sociale catre bugetele componente ale bugetului general consolidat, in conformitate cu prevederile legale in vigoare in Romania sau in tara in care este stabilit; a fost condamnat, in ultimii 3 ani, prin hotararea definitiva a unei instante judecatoresti, pentru o fapta care a adus atingere eticii profesionale sau pentru comiterea unei greseli in materie profesionala; in ultimii 2 ani nu si-a indeplinit sau si-a indeplinit in mod defectuos obligatiile contractuale din motive imputabile ofertantului in cauza, fapt care a produs sau este de natura sa produca grave prejudicii beneficiarilor acestuia. prezinta informatii false sau nu prezinta informatii solicitate de OMV Petrom în scopul demonstrării îndeplinirii cerintelor minime de calificare. 	<p>An economic operator may be excluded from the participation to this procedure if:</p> <p>It is declared bankrupt;</p> <ol style="list-style-type: none"> It has not fulfilled his obligations relating to the payment of taxes and associated contributions as well as the obligations relating to the payment of social security contributions to the state budget, and its contributions of social insurances to the state budget in accordance with the legal provisions of the country in which he is established; It has been convicted in the last 3 years by a unappealable (res judicata) court decision, for an act in contravention of accepted standards of professional ethics, or for professional misconduct in the last 2 years it has not fulfilled or has not properly fulfilled its contractual obligations, due to reasons imputable to the Bidder, which has produced or by its nature shall produce serious prejudices to its beneficiaries It presents false information or fails to present the information requested by OMV Petrom, in order to demonstrate fulfillment of the minimum qualification criteria.
<p>4.6 Cerinte minime referitoare la capacitatea de exercitare a activitatii profesionale.</p>	<p>Minimum requirements related to the suitability to pursue the professional activity.</p>
<p>Pentru a-si demonstra capacitatea de exercitare a activitatii profesionale (forma de inregistrare precum si obiectul de activitate) Ofertantul, persoana fizica sau juridica romana sau straina va prezenta:</p> <ol style="list-style-type: none"> Copii ale documentelor originale ce definesc constituirea sau statutul legal, locul de inregistrare si locul principal de desfasurare a activitatii. Certificat constatator in copie legalizata sau in 	<p>In order to demonstrate the suitability to pursue the professional activity (registration form as well as authorized activity) the Bidder, natural or legal Romanian or foreign person will submit:</p> <ol style="list-style-type: none"> Copy of original documents, which define the establishment or legal status, place of registration and main place of performing the activity. Confirmation of company details in certified copy or

<p>original, emis de Oficiul Registrului Comertului, valabil la data deschiderii ofertelor sau orice alt document echivalent, prin care sa dovedeasca forma de inregistrare ca persoana fizica sau juridica.</p> <p>Documentele emise de autoritatile competente vor fi prezentate in original sau copie legalizata, in forma valabila la data deschiderii ofertelor.</p> <p>Ofertantii vor prezenta traduceri legalizate in limba engleza ale documentelor solicitate mai sus.</p> <p>In cazul unei asocieri, fiecare asociat este obligat sa prezinte aceste documente.</p>	<p>original, issued by the National Trade Register Office, valid at the date of the bids opening or any other equivalent document which would prove the registration form as natural or legal person.</p> <p>Documents issued by the competent authorities will be submitted in original or legal copy, valid form at the date of the Bids opening.</p> <p>Bidders will submit English translations of the above-mentioned documents.</p> <p>In case of an association, each associate shall submit these documents.</p>
<p>4.7 Cerinte minime privind situatia economica si financiara</p>	<p>Minimum requirements related to the economic and financial standing</p>
<p>Cerinta minima pe care Ofertantul trebuie sa o indeplineasca pentru a fi considerat calificat este: media cifrei de afaceri pe ultimii 3 ani financiari (2008, 2009, 2010) – minim 10 milioane EURO.</p> <p>Pentru situatiile financiare exprimate in alte monede decat euro se va folosi pentru conversie rata medie anuala de schimb comunicata de catre Banca Centrala Europeana http://www.ecb.int</p> <p>Pentru a-și demonstra situația economică și financiară Ofertantul va prezenta următoarele documente:</p> <ol style="list-style-type: none"> extrase din bilanțurile contabile pentru exercitiile financiare 2008, 2009, 2010 din care sa reiasa cifra de afaceri, contul de profit si pierdere; Raportul auditorilor pentru situatiile financiare aferente anilor financiari 2008, 2009, 2010; declaratie privind cifra de afaceri in ultimii 3 ani (2008, 2009, 2010); <p>Daca, din motive obiective, justificate corespunzator, operatorul economic nu are posibilitatea de a prezenta documentele solicitate, acesta are dreptul de a-si demonstra situatia economica si financiara si prin prezentarea altor documente din care sa reiasa indeplinirea cerintelor de mai sus.</p> <p>Dacă un grup de operatori economici depune o ofertă comună, atunci situația economică și financiară se demonstrează prin luarea în considerare (cumularea) a resurselor tuturor membrilor grupului. In acest caz, fiecare asociat este obligat sa prezinte aceste documente, iar cerinta minima se va considera indeplinita in mod cumulativ.</p>	<p>Minimum requirement that the Bidder must fulfill in order to be considered qualified is: the average turnover for the preceding three years (2008, 2009, 2010) at least EUR 10 million.</p> <p>For financial statements expressed in other currency than Euro the annual average exchange rate published by the European Central Bank must be used: http://www.ecb.int</p> <p>The Bidder (economic operator or association) shall submit the following documents in order to demonstrate the economic and financial situation:</p> <ol style="list-style-type: none"> extract from the balance sheets for the financial years 2008, 2009, 2010 to indicate the turnover and the profit and loss account Auditors Report for financial situations related to 2008, 2009, 2010 financial years; Statement of turnover from the last 3 years (2008, 2009, 2010); <p>If, for objective reasons, the economic operator is not able to submit the requested documents, it has the right to demonstrate its economic and financial standing also by submitting other documents to indicate the fulfillment of the above-mentioned requirements.</p> <p>If a group of economic operators submits a common bid, the economic and financial standing shall be demonstrated by considering (summing) all members' resources. In this case each associate is required to submit these documents, and the minimum requirement will be deemed to be fulfilled cumulatively.</p>
<p>Pentru Ofertantii nerezidenti, in cazul in care pentru exercitiul financiar 2010 bilantul si anexele nu au fost inregistrate de organele competente, Ofertantul va prezenta bilantul contabil, anexele la acesta si balanta de verificare contabila intocmita la finalul anului financiar 2010 insotite de raportul auditorilor financiari si contabili autorizati, sau de cenzori dupa caz.</p> <p>Ofertantii nerezidenti vor prezenta traduceri autorizate ale documentelor solicitate mai sus.</p> <p>OMV Petrom isi rezerva dreptul de a solicita ofertantilor prezentarea si a altor documente in cazul in care cele</p>	<p>In case of non-resident Bidders in case where the balance sheets and annex have not been registered by the competent bodies for the financial year 2010, the Bidder will submit at the balance sheet with annexes and verification balance drawn up at the end of financial year 2010, accompanied by the statutory financial report and accountants or auditors, as appropriate.</p> <p>Nonresident Bidders will submit authorized translations for the above mentioned documents.</p> <p>OMV Petrom reserves its right to ask the Bidders also to submit other documents in case the above nominated are not relevant.</p>

<p>nominalizate mai sus nu sunt relevante.</p> <p>În cazul în care Ofertantul este o asociere, încadrarea în categoria întreprinderilor mici și mijlocii se va analiza cu privire la asociere în ansamblu. Astfel, chiar dacă toți asociații se încadrează, în mod individual, în categoria IMM, reducerea cu 50% a cerinței privind cuantumul cifrei de afaceri nu se va aplica dacă asocierea în ansamblu nu se încadrează în categoria IMM (Întreprinderi mici și mijlocii).</p> <p>Ofertantul care solicită reducerea cerinței privind cuantumul cifrei de afaceri și a garanției de participare la 50% va prezenta o declarație pe proprie răspundere, conform Anexei 1 din Legea 346/2004 privind stimularea înființării și dezvoltării întreprinderilor mici și mijlocii din care să rezulte că se încadrează în categoria I.M.M.-urilor (Întreprinderi mici și mijlocii).</p> <p>În cazul în care Ofertantul își demonstrează situația economică și financiară invocând și susținerea acordată de către o altă persoană, atunci acesta are obligația de a dovedi susținerea de care beneficiază, de regulă, prin prezentarea unui angajament ferm al persoanei respective, încheiat în formă autentică (în fața unui notar public), prin care aceasta confirmă faptul că va pune la dispoziție ofertantului resursele economice și financiare invocate.</p> <p>Angajamentul ferm prezentat de Ofertant trebuie să prevadă care sunt resursele respective și să evidențieze faptul că disponibilizarea acestora se va realiza necondiționat, în funcție de necesitățile care apar pe parcursul derulării contractului.</p> <p>Angajamentul ferm prezentat de Ofertant trebuie să garanteze OMV Petrom faptul că, în cazul în care Contractantul întâmpină dificultăți pe parcursul derulării contractului, persoana susținătoare se obligă să asigure îndeplinirea completă și reglementară a obligațiilor contractuale prin implicarea sa directă.</p> <p>Prin semnarea angajamentului ferm în formă autentică susținătorul răspunde pentru prejudiciile cauzate OMV Petrom ca urmare a nerespectării obligațiilor prevăzute în angajament, OMV Petrom având posibilitatea de acțiune directă împotriva susținătorului.</p> <p>Persoana care asigură susținerea economică și financiară nu trebuie să se afle în situația care determină excluderea din procedura, așa cum sunt acestea definite în cadrul paragrafelor "Situații ce determină excluderea ofertantului din procedura de atribuire" și "Situații ce pot determina excluderea ofertantului din procedura de atribuire".</p> <p>Pentru a-și demonstra situația personală persoana care asigură susținerea trebuie să prezinte:</p> <ul style="list-style-type: none"> (a) Declarație privind eligibilitatea (b) Declarație privind neîncadrarea în situațiile prevăzute la art. 181 din Ordonanța de urgență a Guvernului nr. 34/2006, cu modificările și completările ulterioare 	<p>In case where the Bidder is an association, the classification SMEs shall be analyzed in relation with the Association as a whole. Thus even if all members fall individually into SMEs category, reducing by 50% the turnover requirement will not apply if the Association Bidder as a whole cannot be included in SME (small and medium enterprises).</p> <p>The Bidder seeking to reduce the turnover rate requirement will submit a statement in accordance with Annex no.1, Law 346/2004 with regard to the stimulation of foundation and development of small and medium enterprises to indicate that he falls within the SMEs category (small and medium enterprises).</p> <p>If the Bidder demonstrates the economic and financial situation with the support of another person or guarantor, then it is required to prove the support by submitting a fixed undertaking concluded in an authentic form (in front of the notary) which confirms that the guarantor will provide the economic and financial resources offered to the Bidder.</p> <p>The fixed undertaking shown by the Bidder should describe and quantify the resources offered by the guarantor, and confirm that such resources are offered unconditionally, according to the needs that arise during the performance of the contract.</p> <p>The fixed undertaking submitted is to ensure OMV Petrom that in case the Contractor encounters difficulties during the performance of the contract, the guarantor undertakes to provide full and regulatory fulfillment of the contractual obligations through direct involvement.</p> <p>By signing the fixed undertaking in an authentic form, the guarantor becomes liable for any prejudice caused to OMV Petrom due to the failure of the Bidder to fulfill his obligations, and OMV Petrom may take direct action against the guarantor.</p> <p>The person/guarantor providing economic and financial support should not be in any of the situations that would preclude a Bidder from taking part in the procedure as defined in the paragraphs "Situations which determine exclusion of the Bidder from the procedure" and "Situations which might determine exclusion of the Bidder from the procedure".</p> <p>In order to demonstrate the personal situation, the person/guarantor providing support to the Bidder, must submit:</p> <ul style="list-style-type: none"> (a) Statement of eligibility; (b) Statement to indicate that is not in one of the situations provided for by the art. 181 of Government Emergency Ordinance no. 34/2006 with further amendments and supplements.
<p>4.8 Cerințe minime privind capacitatea tehnică și profesională</p>	<p>Minimum requirements regarding the technical and professional capabilities</p>

<p>Pentru a fi considerat calificat Ofertantul trebuie sa demonstreze accesul la infrastructura necesara pentru indeplinirea corespunzătoare a contractului de servicii (inclusiv existenta aprobarilor, autorizatiilor necesare pentru aceasta infrastructura, acolo unde legislatia impune in mod specific acest lucru). Ofertantul trebuie sa demonstreze cel putin accesul la infrastructura pe care acesta o mentioneaza in cadrul Propunerii Tehnice ca fiind utilizata pentru prestarea serviciilor.</p> <p>Pentru a-si demonstra capacitatea tehnica si profesionala Ofertantul trebuie sa prezinte pentru cerintele de mai sus, urmatoarele:</p> <ol style="list-style-type: none"> 1. Declarație privind lista principalelor servicii prestate incepand cu anul 2008 si pana la data depunerii ofertei. Ofertantul trebuie sa prezinte detalii despre valoarea serviciilor, tipul acestora, data finalizarii si beneficiari, precum si documente care sa confirme ca serviciile incluse in declaratie au fost realizate sau sunt realizate corespunzator. 2. Certificate/documente emise sau contrasemnate de beneficiarii serviciilor similare din care sa rezulte tipul servicii realizate, perioada in care s-au realizat si modalitatea de realizare. 3. Declaratie privind infrastructura de care dispune operatorul economic pentru indeplinirea corespunzatoare a contractului. <p>In plus pentru a demonstra masurile aplicate in vederea asigurarii calitatii pentru anumite echipamente (parte a infrastructurii necesare pentru realizarea serviciilor) descrise in declaratia privind infrastructura Ofertantul trebuie sa furnizeze dovada unui sistem de mentenanta preventiva/corectiva pentru echipamentul si infrastructura care se foloseste la prestarea serviciilor;</p> <p>Dacă un grup de operatori economici depune o ofertă comună, atunci capacitatea tehnică și profesională se demonstrează prin luarea în considerare a resurselor tuturor membrilor grupului. In acest caz, fiecare asociat este obligat sa prezinte aceste documente, iar cerinta minima se va considera indeplinita in mod cumulativ.</p>	<p>In order to be considered qualified, the Bidder must demonstrate the access to the necessary infrastructure / facilities, for the proper fulfillment of the services framework agreement and subsequent contracts (including the existence of approvals, permits needed for the use of this infrastructure, where the legislation expressly requires). The bidder must demonstrate access at least to the infrastructure which is offered in the Technical proposal to perform the services.</p> <p>In order to demonstrate technical and professional capability, the Bidder must submit the above requirements, the following :</p> <ol style="list-style-type: none"> 1. Statement regarding the list of the main services performed starting with the year 2008 up to date of the Bid submission. The bidder should provide details of the value of the services, the subject matter, dates of completion and beneficiaries, as well as documents confirming that the services included in the statement have been performed or are being performed properly. 2. Certificates/documents issued or countersigned by beneficiaries of similar services to describe the type of services carried out, the period when they were carried out and the manner in which they were carried out. 3. Statement regarding the infrastructure used for proper fulfillment of the contract. <p>Additionally, in order to demonstrate the application of quality assurance, for certain equipment (part of the infrastructure required for performing the services) described in the Statement regarding the infrastructure, the Bidder must provide the evidence of a planned/preventive maintenance system for the equipment specified as infrastructure;</p> <p>If a group of economic operators submits a common bid, the technical and professional capabilities shall be demonstrated by considering (summing) all members' resources. In this case each associate is required to submit these documents, and the minimum requirement will be deemed to be fulfilled cumulatively.</p>
<p>În cazul în care Ofertantul își demonstrează capacitatea tehnică și profesională invocând și susținerea acordată de către o altă persoană, atunci acesta are obligația de a dovedi susținerea de care beneficiază, de regulă, prin prezentarea unui angajament ferm al persoanei respective, încheiat în forma autentică (în fața unui notar public), prin care aceasta confirmă faptul că va pune la dispoziție Ofertantului resursele tehnice și profesionale invocate.</p> <p>Angajamentul ferm prezentat de Ofertant trebuie să prevadă care sunt resursele respective și să evidențieze faptul că disponibilizarea acestora se va realiza necondiționat, în funcție de necesitățile care apar pe parcursul îndeplinirii contractului.</p> <p>Angajamentul ferm prezentat de Ofertant trebuie să garanteze OMV Petrom faptul că, în cazul în care Contractantul întâmpină dificultăți pe parcursul derulării contractului, persoana susținătoare se obligă să asigure</p>	<p>If the Bidder demonstrates the technical and professional capacity by relying on another person, then it is required to prove the support by submitting a fixed undertaking of the respective person concluded in an authentic form (in front of the notary), and which confirms that the Bidder will have at his disposal the invoked technical and professional resources.</p> <p>The fixed undertaking shown by the Bidder should foresee which the respective resources are and to indicate that their disposal will be done unconditionally, according to the needs that arise during contract performance.</p> <p>The fixed undertaking submitted is to ensure OMV Petrom that in case where the Contractor encounters difficulties during the contract, the supportive person undertakes to</p>

<p>îndeplinirea completă și reglementară a obligațiilor contractuale prin implicarea sa directă. Prin semnarea angajamentului ferm în forma autentică susținătorul răspunde pentru prejudiciile cauzate OMV Petrom ca urmare a nerespectării obligațiilor prevăzute în angajament, OMV Petrom având posibilitatea de acțiune directă împotriva susținătorului.</p> <p>Persoana care asigură susținerea tehnică nu trebuie să se afle în situația care determină excluderea din procedura de atribuire, așa cum sunt acestea definite în cadrul paragrafului "Situații ce determină excluderea ofertantului din procedura de atribuire" și "Situații ce pot determina excluderea Ofertantului din procedura de atribuire".</p>	<p>provide full and regulatory fulfillment of the contractual obligations through direct involvement.</p> <p>By signing the fixed undertaking in an authentic form, the supportive person responds for the prejudice caused to OMV Petrom as a result of the infringement of undertaking obligations, OMV Petrom having the possibility of direct action over the supportive person.</p> <p>The person providing economic and financial support should not be in any of the situation to exclude from the awarding procedure as defined in the paragraph "Situations which determine exclusion of the Bidder from the procedure" and "Situations which may determine exclusion of the Bidder from the procedure".</p>
<p>Pentru a-și demonstra situația personală persoana care asigură susținerea trebuie să prezinte:</p> <ol style="list-style-type: none"> 1) Declarație privind eligibilitatea; 2) Declarație privind neincadrarea în situațiile prevăzute la art. 181 din Ordonanța de urgență a Guvernului nr. 34/2006, cu modificările și completările ulterioare 	<p>The supportive person shall demonstrate its personal situation by submitting:</p> <ol style="list-style-type: none"> 1) Statement of eligibility; 2) Statement to indicate that is not in one of the situations foreseen by the art. 181 of Government Emergency Ordinance no. 34/2006 with further amendments and supplements
<p>4.9 Cerințe minime privind sistemul de management al calității</p>	<p>Minimum qualification requirement regarding the quality management system</p>
<p>Cerința minimă pe care Ofertantul trebuie să o îndeplinească pentru a fi considerat calificat: dovada asigurării unui nivel corespunzător al calității, în conformitate cu SR EN ISO 9001:2008 sau echivalent. Atestarea îndeplinirii acestei cerințe trebuie probată prin următoarele documente:</p> <ol style="list-style-type: none"> i. Documentul de certificare a sistemului de management al calității Ofertantului, emis de terță parte; ii. Manualul sistemului de management al calității în vigoare la data depunerii ofertei; Ultimul raport de audit, care nu trebuie să fie emis înainte de Decembrie 2009. <p>Dacă Ofertantul nu deține certificatul solicitat, atunci se acceptă orice alte probe sau dovezi prezentate de acesta (inclusiv dosarul de prezentare a sistemului de management al calității), dacă prin aceste probe sau dovezi confirmă asigurarea unui nivel corespunzător al calității.</p> <p>În cazul unei asociații, această cerință trebuie îndeplinită de către toți membrii asociației.</p>	<p>Minimum requirement of the Bidder which must fulfill to be qualified: ensure evidence of a corresponding quality level by implementing and maintaining a quality management system in compliance with ISO 9001:2008 or equivalent. To demonstrate this requirement, the following shall be submitted:</p> <ol style="list-style-type: none"> i. Certificate for the Bidder's Quality Management System, issued by the third party ii. Quality Management System Manual in force at the Bid submission date; iii. Last audit report, which shall not have been issued before December 2009. <p>If the Bidder does not have the requested certificate, then other submitted evidence or proofs presented may be accepted (including the presentation folder for the quality management system), if such evidence confirms the existence of the corresponding quality level.</p> <p>In case of an association, this requirement shall be fulfilled by all members of the association.</p>
<p>4.10 Cerințe minime referitoare la măsurile de securitate și sănătate ocupatională</p>	<p>Minimum requirements for compliance with HSE requirements</p>
<p>Cerința minimă pe care ofertantul trebuie să o îndeplinească pentru a fi considerat calificat: dovada asigurării unui nivel corespunzător al sistemului de management al sănătății și securității în muncă, în conformitate cu SR OHSAS 18001: 2008 sau echivalent.</p> <p>Atestarea îndeplinirii acestei cerințe se demonstrează prin prezentarea:</p> <ol style="list-style-type: none"> 1) documentului de certificare a sistemului de 	<p>Minimum requirement of the Bidder which must fulfill to be qualified: ensure evidence of a corresponding management system regarding HSE, in compliance with SR EN OHSAS 18001:2008 or equivalent.</p> <p>The fulfillment of this requirement shall be demonstrated by submitting:</p> <ol style="list-style-type: none"> 1) the certificate for the Bidder's HSE Management

<p>management al securitatii si sanatatii ocupationale</p> <p>2) Manualul sistemului de management al securitatii si sanatatii ocupationale, valabil la data depunerii ofertelor</p> <p>3) Ultimul raport de audit, care nu trebuie sa fie emis inainte de Decembrie 2009.</p> <p>Dacă Ofertantul nu deține certificatul solicitat, atunci se acceptă orice alte probe sau dovezi prezentate de acesta (inclusiv dosarul de prezentare a sistemului de management al sistemului de securitate si sanatate ocupationala), dacă prin aceste probe sau dovezi confirmă asigurarea unui nivel corespunzător al managementului sistemului de securitate si sanatate. In cazul unei asociatii, aceasta cerinta trebuie indeplinita de catre toti membrii asociatiei.</p>	<p>System.</p> <p>2) HSE Management System Manual in force at the Bid submission date</p> <p>3) Last audit report, which shall not have been issued before December 2009.</p> <p>If the Bidder does not have the requested certificate, then other submitted evidence or proofs presented may be accepted (including the presentation folder for HSE management system), if such evidence confirms the existence of the corresponding level for HSE management system. In case of an association, this requirement shall be fulfilled by all members of the association.</p>
<p>4.11 Cerinte minime referitoare la respectarea regulilor obligatorii privind conditiile de munca si protectia muncii</p>	<p>Minimum requirements for the compliance of compulsory regulations regarding the work conditions and work protection</p>
<p>In cadrul ofertei depuse, Ofertantul trebuie sa prezinte informatii cu privire la modul in care acesta:</p> <ul style="list-style-type: none"> - se obliga sa tina cont de prevederile legislative referitoare la conditiile de munca si protectia muncii, care sunt aplicabile la nivel national, precum si modul in care acesta le va respecta pe parcursul indeplinirii contractului. Informatii detaliate privind reglementarile care sunt in vigoare la nivel national si care se refera la conditiile de munca si protectia muncii, securitatii si sanatatii in munca, se pot obtine de la inspectia Muncii sau de pe site-ul: http://www.inspectmun.ro/Legislatie/legislatie.html. - se obliga sa respecte intocmai practicile de protectia muncii existente in cadrul OMV Petrom. <p>Atestarea indeplinirii acestei cerinte se demonstreaza prin prezentarea unei declaratii de catre Ofertant sau de catre fiecare membru al asocierii.</p>	<p>Within the submitted Bid, the Bidder shall submit information regarding the manner in which he:</p> <ul style="list-style-type: none"> -commits to follow the law provisions regarding the work conditions and work protection which are applicable at national level, as well as the manner in which he shall comply during the performance of the contract. Detailed information regarding the regulations in force at national level and references to the work conditions and work protection, work security and health, can be obtained from Work Inspection or on the website: http://www.inspectmun.ro/Legislatie/legislatie.html -commits to observe exactly the work protection practices existent within OMV Petrom. <p>Fulfillment of this requirement shall be demonstrated by submitting a statement by Bidder and in case of an association by each member of the association.</p>
<p>5 MODUL DE PREGATIRE SI DE TRANSMITERE A OFERTELOR</p>	<p>PREPARATION AND SUBMISSION OF BIDS</p>
<p>5.1 Documentele solicitate de la ofertant</p>	<p>Documents requested from Bidder</p>
<p>Documentele ce trebuie prezentate OMV PETROM sunt:</p> <ul style="list-style-type: none"> a) Formularul de oferta; b) Propunerea Tehnica; c) Propunerea Financiara; d) Garantia de participare la licitatie; e) Confirmare scrisa autorizand pe semnatarul ofertei sa angajeze Ofertantul ; f) Toate formularele si documentele asociate solicitate pentru dovedirea indeplinirii cerintelor minime de calificare. <p>Oferta trebuie sa fie insotita de o imputernicire scrisa, prin care persoana care a semnat oferta este autorizata sa angajeze Ofertantul in procedura de semnare a contractului. Imputernicirea trebuie sa fie intr-un format juridic, in conformitate cu formatul tarii in care Ofertantul</p>	<p>Documents to be submitted to OMV PETROM are:</p> <ul style="list-style-type: none"> a) Bid Form ; b) Technical Proposal; c) Financial Proposal; d) Bid Security ; e) Written confirmation authorizing the signatory of the Bid to commit the Bidder; f) All requested forms and associated documents to certify the fulfillment of minimum qualification requirements. <p>The bid shall be accompanied by a written empowerment, by which the person who signed the bid is authorized to commit the Bidder in the contract signing procedure. The empowerment shall be in a legal form, according to the requirements of the country where the Bidder is registered</p>

<p>este inregistrat si trebuie sa poarte atat semnatura celui care imputerniceste cat si semnatura celui imputernicit. O traducere autorizata in limba engleza va insoti orice document redactat intr-o alta limba.</p> <p>In cazul unei asocieri, persoana care a semnat oferta si este autorizata sa angajeze Ofertantul trebuie confirmata prin inaintarea imputernicirilor semnate de toti reprezentantii cu drept de semnatura ai partenerilor.</p> <p>g) Acordul de asociere intre operatorii economici ce depun o oferta comuna al carui continut este descris la paragraful „Oferta comuna”.</p> <p>Toate aceste documente vor fi insotite de un opis al documentelor care se depun, conform informatiilor furnizate in Sectiunea D a prezentei Documentatii de atribuire.</p>	<p>and shall have the signature of the person that empowers, as well as the person empowered. An authorised translation in English will accompany any document drawn up in another language.</p> <p>In case of an association, the person authorised to sign the bid, shall present a written confirmation of his authority, signed by all representatives of the partners of the association.</p> <p>g) Association Agreement between the economic operators who submit a common Bid of which content is described in the paragraph “Common bid”.</p> <p>All these documents will be accompanied by a Content Page (inventory) of submitted documents, in accordance with the information offered in Section D of the present Bidding Documents.</p>
<p>5.2 Limba in care se deruleaza procedura de atribuire</p>	<p>Language of bidding procedure</p>
<p>Limba in care se deruleaza aceasta procedura este limba engleza.</p> <p>Orice document referitor la aceasta procedura, inclusiv corespondenta derulata intre OMV Petrom si potentialii ofertanti trebuie redactate in limba engleza, dupa cum este stipulat in cele ce urmeaza:</p> <ul style="list-style-type: none"> – Instructiunile catre Ofertanti si setul de formulare, ca parte a documentatiei de atribuire, sunt emisa in limbile romana si engleza; – solicitarile de clarificari la Documentatia de Atribuire vor fi emise de catre potentialii Ofertanti in limba engleza; – raspunsurile la solicitarile de clarificari vor fi emise de OMV Petrom in limba engleza; – propunerile tehnica si financiara vor fi prezentate de catre Ofertanti in limba engleza; – Documentatiile tehnice atasate la propunerea tehnica in alta limba decat engleza vor fi traduse in limba engleza (nelegalizata); – documentele care insotesc oferta (declaratiile necesare si specifice pentru aceasta procedura) vor fi prezentate de catre ofertanti in limba engleza; – documentele emise de catre institutii /autoritati/organisme din tara in care Ofertantul este rezident (alta decat Romania) vor fi traduse in limba engleza, utilizand o traducere legalizata. <p>In caz de discrepante intre documentele in limba engleza si limba tarii de rezidenta a Ofertantului, versiunea in limba engleza va prevala.</p>	<p>The language of this procedure is English.</p> <p>Any document regarding this procedure, including the correspondence between OMV Petrom and potential Bidders shall be written in English, as stipulated as follows:</p> <ul style="list-style-type: none"> – The Instructions to the Bidders and the Forms –as part of the Bidding Documents- are issued both in Romanian and English language; – The request for clarifications to Bidding Documents shall be issued by potential Bidders in English; – responses to requests for clarifications shall be issued by OMV Petrom in English; – technical and financial proposals shall be submitted by Bidders in English; – technical documents attached to the technical proposal in other language than English shall be translated in English (not authenticated); – documents accompanying the Bid (necessary and specified statements for this procedure) shall be submitted by Bidders in English; – documents issued by agencies/authorities/organisations within the country in which the Bidder is resident (other than Romania) shall be translated in English, using an authenticated translation. <p>In case of a discrepancy between the documents in English or the documents in the residency country’s language of the Bidder, the English version shall prevail.</p>
<p>5.3 Modul de pregatire a ofertelor</p>	<p>Bid Preparation</p>
<p>Ofertantul are obligatia de a elabora oferta in conformitate cu prevederile din Documentatia de atribuire.</p> <p>Oferta are caracter obligatoriu, pe toata perioada de valabilitate a acesteia.</p> <p>Documentele ce insotesc oferta vor fi prezentate conform instructiunilor de la capitolul „Selectia si calificarea Ofertantilor” si cu utilizarea formularelor prezentate in sectiunea „Formulare”.</p> <p>Propunerea Tehnica va fi transmisa in forma specificata in</p>	<p>The Bidder shall prepare the Bid in accordance with the provisions in the Bidding Documents.</p> <p>The Bid is mandatory for the entire validity period.</p> <p>The documents which accompany the Bid shall be submitted in accordance with the instructions in the chapter “Selection and qualification of Bidders” and using the forms presented in the “Forms” section.</p> <p>The Technical Proposal will be sent in the form specified in</p>

<p>Sectiunea „Formulare”.</p> <p>Propunerea Financiara va fi transmisa in forma specificata in Sectiunea „Formulare”.</p> <p>Propunerea Tehnica si Financiara trebuie sa se refere la intreg obiectul contractului, adica la realizarea tuturor serviciilor. Nu se accepta propuneri tehnice si financiare care se refera numai la o parte din obiectul contractului. Ofertantul isi asuma raspunderea exclusiva pentru legalitatea si autenticitatea tuturor documentelor prezentate in original si/sau copie in vederea participarii la procedura.</p> <p>Analizarea documentelor prezentate de Ofertanti de catre comisia de evaluare nu angajeaza din partea acestora nicio raspundere sau obligatie fata de acceptarea acestora ca fiind autentice sau legale si nu inlatura raspunderea exclusiva a Ofertantului sub acest aspect.</p> <p>Toate activitățile descrise în Propunerea Tehnică trebuie acoperite prin Propunerea financiara.</p> <p>Activitățile descrise în Propunerea Tehnică dar pentru care nu este acoperit pretul, se vor presupune a fi incluse în prețurile altor activități precizate de către Ofertant. Pentru aceste activități OMV Petrom nu va plăti nimic, chiar dacă vor fi realizate pe parcursul derulării contractului, întrucât se consideră că sunt acoperite de prețul total al ofertei.</p>	<p>the “Forms” section.</p> <p>The Financial Proposal will be sent in the form specified in the “Forms” section.</p> <p>The Technical and Financial Proposals shall refer to the whole scope of the contract, namely the entire fulfillment of services. Technical and Financial Proposals which cover only part of the contract scope are not accepted.</p> <p>The Bidder takes exclusive responsibility for the lawfulness and authenticity of all documents submitted in original and/or copy in view of participating in the procedure.</p> <p>The analysis by the evaluation committee of the documents submitted by Bidders does not undertake any responsibility or obligation for their authenticity or legality and does not discharge the exclusive responsibility of the Bidders in this matter.</p> <p>All the activities described in Technical Proposal must be covered by Financial Proposal.</p> <p>Activities described in the Technical Proposal, but for which a price is not included, will be assumed to be included in the price of other activities presented by the bidder in the Technical Proposal. For these activities OMV Petrom will pay only the price stated in the Financial Proposal but nothing extra, even if they are carried out during the performance of the contract.</p>
<p>5.4 Costul pregatirii ofertelor</p>	<p>Cost of bidding preparation</p>
<p>Toate costurile asociate pregatirii si prezentarii ofertei sunt suportate de catre Ofertant. In nici un caz, OMV Petrom nu va fi facuta raspunzator pentru aceste costuri si nici pentru modul de pregatire a ofertei de catre Ofertant. Costurile aferente pregatirii si prezentarii ofertei nu vor fi rambursate de catre OMV Petrom niciunui Ofertant.</p> <p>OMV Petrom va avea dreptul de proprietate asupra tuturor ofertelor depuse în prezenta procedură de licitație iar Ofertantii nu au dreptul de a li se returna ofertele transmise catre OMV Petrom.</p>	<p>All costs connected with the Bid preparation and submission will be borne by the Bidder. OMV Petrom shall not be held liable under any circumstances for those costs, nor for the Bid preparation by the Bidder.</p> <p>The associated costs for the preparation and submission of the Bid shall not be reimbursed by OMV Petrom to any Bidder.</p> <p>OMV Petrom shall have ownership of all the bids submitted in this procedure, and the Bidders are not entitled to the return of their Bids by OMV Petrom.</p>
<p>5.5 Preturile prezentate in propunerea financiara</p> <p>Contractul va fi semnat pentru totalitatea activitatilor ce fac referire la realizarea obiectului contractului și va avea la bază graficul valoric al activităților prezentate de Ofertant.</p> <p>In pretul total prezentat in cadrul Propunerii Financiare, vor fi incluse si toate impozitele si taxele platibile de Contractant conform legislatiei in vigoare, sau pentru orice alta cauza asa cum sunt aceste impozite si taxe reglementate de legislatie cu 28 de zile inainte de termenul limita de depunere a ofertelor.</p> <p>Preturile cotate de Ofertant in Formularul de Oferta si in Propunerea Financiara se vor conforma cu cerintele specificate mai jos:</p>	<p>Bid Prices as presented by the Offer</p> <p>The contractul shall be signed for all activities described as the scope of work of the contract and will have as a base the price chart presented by the Bidder.</p> <p>The total price quoted in the Financial Proposal shall include all rates and taxes payable by the Contractor in accordance with the law in force, or any other rates and taxes regulated by law with 28 days before the deadline for Bids submission.</p> <p>The Prices quoted by the Bidder in the Financial Proposal shall comply with the requirements specified below:</p>

<p>a) oferta de pret trebuie sa acopere toate activitatile contractului, asa cum este descris in Documentatia de Atribuire;</p> <p>b) Ofertanții trebuie să completeze tarife și prețuri pentru toate articolele / activitățile. Elementele pentru care nu se introduce un tarif sau un preț de către Ofertanți și care sunt prezentate in caietul de sarcini se consideră a fi acoperite de tarife și prețuri pentru alte elemente / activități și nu trebuie să fie plătite de OMV Petrom în timpul execuției contractului.</p> <p>c) Pretul care urmeaza a fi cotate in Formularul de Oferta trebuie sa fie preluat din Propunerea Financiara si trebuie sa fie pretul total al ofertei, inclusiv discounturile daca este cazul. În cazul în care Ofertantul decide să ofere un discount, o astfel de reducere trebuie să fie în forma unui procent care urmează să fie aplicat tuturor elementelor constitutive ale prețului total licitat.</p>	<p>a)The Bid price must cover all the activities of the contract, as described in the Bidding Documents;</p> <p>b)The Bidders shall fill in the fees and prices for all items/activities. Items against which no fee or price is entered by the Bidders and that are presented in the Scope of Work, shall be deemed to be covered by the fees and prices for other items/activities and shall not be paid for by OMV Petrom during contract performance.</p> <p>c)the price that will be quoted in the Bid form shall be taken from the Financial Proposal and shall be the total price of the bid, including any discount if the case.</p> <p>Should the Bidder decide to offer a discount, such discount shall be in the form of a percentage to be applied to all constitutive elements of the total bid price.</p>
<p>5.6 Moneda in care se realizeaza Propunerea Financiara si plata in cadrul contractului</p>	<p>Currency of Financial Proposal and payment within the contract</p>
<p>Pretul ofertei va fi cotate de catre Ofertant in EURO. Moneda pentru realizarea evaluarii este EURO. Plata catre Ofertantii nerezidenti va fi realizata in EURO. Plata catre Ofertantii rezidenti se va realiza in LEI (RON). Rata de schimb pentru conversia valutara a sumei din Propunerea Financiara a Contractantului rezident va fi rata oficiala de schimb stabilita de BNR (Banca Nationala a Romaniei) pentru a ziua in care s-a emis factura.</p>	<p>The Bid price shall be quoted by the Bidder in EUR. The currency for the Bid evaluation is EUR. Payment to non resident Bidders shall be in EUR. The payment to resident bidders shall be in LEI (RON). The exchange rate for converting the amount of the payment for a resident bidder will be the exchange rate on the day of the issuance of the invoice as communicated by the NBR (National Bank of Romania).</p>
<p>5.7 Valabilitatea ofertei</p>	<p>Bid validity</p>
<p>Ofertele vor ramane valabile 120 de zile calendaristice, dupa data de deschidere a ofertelor. Perioada de valabilitate se calculeaza incepand cu ziua calendaristica a deschiderii ofertelor (adica luand in calcul inclusiv ziua in care se deschid ofertele). O oferta valabila pentru o perioada mai scurta va fi respinsa de catre OMV Petrom. In conditii exceptionale, care nu tin doar de administrarea procesului de evaluare in cadrul OMV Petrom, OMV Petrom poate solicita Ofertantilor in scris sa prelungeasca perioada de valabilitate a ofertelor cu o perioada suplimentara specificata. Raspunsurile Ofertantilor la solicitarea OMV Petrom vor fi realizate de asemenea, in scris.</p> <p>Un Ofertant poate refuza sa raspunda solicitarii OMV Petrom sau poate refuza sa isi prelungeasca perioada de valabilitatea a ofertei fara a pierde Garantia de participare la licitatie.</p> <p>Unui Ofertant care este de acord cu cererea nu i se va cere sau permite sa modifice in vreun fel oferta, dar i se va cere sa prelungeasca valabilitatea Garantiei de participare la licitatie cu perioada de prelungire a valabilitatii ofertei.</p>	<p>Bids shall remain valid for a period of 120 calendar days after the Bid opening day. Validity period is to be calculated starting with the Bids opening day (including the Bids opening day). A Bid valid for a shorter period shall be rejected by OMV Petrom.</p> <p>In exceptional circumstances, which are not connected only with the administration of the evaluation process within OMV Petrom, OMV Petrom may request Bidders in writing to extend the period of validity of their Bids for an additional period. The Bidders' responses to OMV Petrom's request shall be made in writing.</p> <p>A Bidder may refuse to respond to OMV Petrom request or may refuse to extend the validity period of the Bid, without losing the Bid Security.</p> <p>A Bidder granting the extension shall not be required or permitted to modify the Bid, but it will be requested to extend the Bid Security for the duration of the extension of the validity of the Bid.</p>
<p>5.8 Confidentialitate</p>	<p>Confidentiality</p>
<p>Ofertantii pot specifica in cadrul Propunerii Tehnice informatiile pe care acestia le considera ca fiind confidentiale si care nu pot fi divulgate catre terte parti. In</p>	<p>Bidders may specify in their Technical Proposals the information they consider to be confidential and which cannot be disclosed to third parties. In case the Bidder</p>

<p>cazul in care Ofertantul considera ca situatia descrisa ii este aplicabila, acesta trebuie sa specifice, pe langa faptul ca aceste informatii sunt confidentiale si motivul pentru care acesta considera informatiile drept confidentiale si in consecinta de ce nu pot fi facute cunoscute catre terte parti.</p>	<p>considers the described situation as applicable to himself, he must specify along with the fact that this information is confidential, the reason why he considers the information confidential and, thus, why it cannot be known by third parties.</p>
<p>5.9 Garantia de participare la licitatie</p>	<p>Bid Security</p>
<p>Ofertantul va prezenta o Garantie de participare la licitatie exprimata in moneda EUR in valoare de 50000 (cincizeci mii) EURO.</p> <p>Garanția de participare la licitație se constituie sub formă de instrument de garantare emis in favoarea autoritatii contractante in conditiile legii de o societate bancara ori o societate de asigurari cu respectarea prevederilor art. 86, alin 1, 2, 3 si 4 din HG 925/2006 si va fi valabilă 14 (patrusprezece) zile calendaristice după expirarea termenului de valabilitate al ofertei, incepand cu data limita a depunerii ofertelor.</p> <p>Garantia de participare se prezinta in original, in cuantumul și pentru perioada prevazuta in documentatia de atribuire.</p> <p>Garantia trebuie sa fie irevocabila.</p> <p>Orice solicitare de prelungire a valabilitatii ofertei va necesita si prelungirea garantiei de participare in consecinta.</p> <p>Orice ofertă care nu este însoțită de o Garanție de participare la licitație în original va fi respinsă de OMV Petrom. Garanția de participare la licitație a unei asocieri trebuie să definească ca "ofertant" toți partenerii asocierii și să-i enumere în următorul mod: „asocierea ce constă din _____, _____ și _____”.</p>	<p>The Bidder shall present a Bid security expressed in EUR currency, in amount of EUR 50000 (fifty-thousand).</p> <p>The Bid security shall be established as a form of an instrument issued according to the provisions of the legislation by a bank or insurance company according to the provision of art. 86, para. 1, 2, 3 and 4 from GD 925/2006 and will be valid for 14 (fourteen) calendar days beyond the original validity period of the Bid, starting from the deadline of Bid submission.</p> <p>The bid security shall be presented in original, in the amount and for the period indicated in the Bidding Documents.</p> <p>The bid security shall be irrevocable.</p> <p>Any request for extension of the bid validity period also requires an extension of the bid security validity period.</p> <p>Any Bid not accompanied by a Bid security in original form shall be rejected by OMV Petrom. The Bid security presented by an association must define as Bidder all members of the association and specify them as follows: "the association constituted by _____, _____ and _____"</p>
<p>Garanția pentru participare la licitație va fi restituita de OMV Petrom Ofertantilor in conditiile art 88 din HG 925/2006 cu modificarile si completarile ulterioare.</p> <ol style="list-style-type: none"> i. Garantia pentru participare, constituită de Ofertantul a cărui oferta a fost stabilită ca fiind câștigătoare, se restituie de catre OMV Petrom în cel mult 3 zile lucrătoare de la data semnarii contractului; ii. Garantia de participare, constituită de Ofertantii a căror oferta nu a fost stabilită câștigătoare, va fi returnata de OMV Petrom după semnarea contractului cu Ofertantul/Ofertantii ale cărui/căror oferte au fost desemnate câștigătoare, dar nu mai târziu de 3 zile lucrătoare de la data expirării perioadei de valabilitate a ofertei, sau la cererea acestora imediat dupa comunicarea rezultatului procedurii; iii. In cazul in care OMV Petrom se află, conform prevederilor art. 209 din OUG 34/2006 cu modificarile si completarile ulterioare, in situatia de a anula procedura de atribuire, garantia de participare se restituie după data expirării termenului de depunere a unei contestatii cu privire la această decizie, dar nu mai tarziu de 3 zile lucrătoare de la această dată. După primirea comunicării prevăzute la art. 206 din OUG 34/2006 cu modificarile si completarile, Ofertantii ale căror oferte au fost declarate necastigătoare au dreptul de a obtine eliberarea garantiei de participare inainte de expirarea perioadei prevăzute la alin. (2) sau, după caz, la alin. (3), dacă 	<p>The bid security shall be returned by OMV Petrom to the Bidders according to the provisions of Art. 88 from the GD 925/2006 with further amendments and supplements.</p> <ol style="list-style-type: none"> i. The Bid Security, established by the successful Bidder, shall be returned by OMV Petrom in maximum 3 working days from the date of signing the contract; ii. The Bid Security, established by the unsuccessful Bidders, shall be returned by OMV Petrom after signing the contract with the successful Bidder/s, but no longer then 3 days from the bid validity expiring date, or at their request immediately after the communication of the procedure result; iii. In the eventuality in which OMV Petrom, according to the provisions of art 209 from the GEO 34/2006, with further amendments and supplements, is forced to cancel the bidding procedure, the Bid Security is returned after the expiry date for filing appeals regarding this decision, but no later than 3 working days from this date. After receiving the notification according to the article 206 from the GEO 34/2006 with further amendments and supplements the unsuccessful Bidders are entitled to obtain the Bid Security, before expiration of the period forseen at indent 2, or if the case at indent 3, if they submit a request to OMV Petrom in this regard.

<p>transmit OMV Petrom o solicitare in acest sens.</p>	
<p>Garanția de participare la licitație va fi reținută de OMV Petrom dacă:</p> <p>a) Ofertantul își retrage oferta în perioada de valabilitate a acesteia;</p> <p>b) oferta sa fiind stabilită câștigătoare, nu constituie garanția de bună execuție în perioada de valabilitate a ofertei;</p> <p>c) oferta sa fiind stabilită câștigătoare, refuză să semneze contractul în perioada de valabilitate a ofertei.</p> <p>d) Ofertantul se afla in situatia descrisa la art 278¹ din OUG 34/2006, aprobata cu modificarile si completarile ulterioare si autoritatea contractanta solicita retinerea sumei stabilite conform art 278¹, lit d din OUG 34/2006 aprobata cu modificarile si completarile ulterioare.</p>	<p>The bid security may be forfeited if:</p> <p>a) a Bidder withdraws its bid during the period of bid validity;</p> <p>b) the successful Bidder fails to furnish a performance security during the period of bid validity.</p> <p>c) the successful Bidder refuses to sign the contract during the period of bid validity;</p> <p>d) the Bidder is in the situation described at article 278¹ from the GEO 34/2006, with further amendments and supplements and the Contracting Authority requests forfeiture of the amount established according with article 278¹ from the GEO 34/2006, with further amendments and supplements.</p>
<p>5.10 Forma ofertei si semnarea ofertei</p>	<p>Form and signing the Bid</p>
<p>Ofertantul va pregati:</p> <p>a) pe suport hartie:</p> <p>i. un original al documentelor ce cuprind Oferta, asa cum sunt acestea prezentate in paragraful „Documente solicitate de la ofertant” si cu in scris in clar “ORIGINAL”.</p> <p>ii. un numar de doua copii ale Ofertei marcate clar “COPIE”.</p> <p>b) pe suport electronic (CD)</p> <p>i. in format pdf, toate informatiile prezentate pe suport hartie in original.</p> <p>In eventualitatea vreunei discrepante intre documente, originalul va prevala. Originalul si toate copiile ofertei vor fi tiparite sau scrise cu cerneala neradiabila si vor fi semnate de o persoana sau persoane autorizate de drept sa semneze in numele Ofertantului. Dreptul de a reprezenta Ofertantul trebuie sa fie dovedit prin trimiterea unui extras relevant din actul constitutiv al societatii si, daca este cazul, o copie a imputernicirii emise in favoarea semnatarului ofertei. OMV Petrom isi rezerva dreptul de a solicita orice alte documente/informatii cu privire la imputernicirea semnatarului ofertei de a reprezenta Ofertantul, dupa cum considera necesar. Numele in clar si pozitia detinute de fiecare persoana ce semneaza autorizatia de semnare a ofertei trebuie redactate sau imprimate sub semnatura.</p> <p>Toate paginile ofertei unde au fost facute amendamente inainte de transmiterea acestora vor fi semnate de persoana sau persoanele ce semneaza oferta.</p> <p>Ofertele prezentate vor fi indosariate in dosare legate si sigilate la legatura sau se vor folosi alte metode de indosariere pentru a se evita pierderea sau amestecarea documentelor, iar paginile vor fi numerotate (foile A4, pe o singura fata). Ofertele vor fi organizate pe diferite sectiuni tinand cont de fiecare categorie de cerinte din documentatia de atribuire si vor include un opis care va trimite la fiecare sectiune si va avea paginile numerotate corespunzator, pentru a permite o identificare rapida, conform informatiilor din Sectiunea D a Documentatiei de</p>	<p>The Bidder shall prepare:</p> <p>a) hard copy:</p> <p>i. one original of the documents comprising the Bid as described under paragraph “Documents requested from the Bidder” and clearly mark it “ORIGINAL”.</p> <p>ii. two copies of the Bid and clearly mark them “COPY.”</p> <p>b) an electronic support (CD)</p> <p>i. in pdf form, all information presented in original hard copy.</p> <p>In case of any discrepancy, the original form shall prevail.</p> <p>The original and all copies of the Bid shall be printed or written in indelible ink and shall be signed by a person duly authorized to commit and sign on behalf of the Bidder.</p> <p>Authorisation to represent the Bidder shall be proven by submitting a relevant excerpt from the Articles of Incorporation of the company and, if the case, a copy of the power of attorney issued in favour of the Bid signatory. OMV Petrom reserves the right to request any additional documents/information regarding the signatory’s power to represent the Bidder, as it deems appropriate in its sole discretion. The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>All pages of the Bid, where entries or amendments have been made, shall be signed or initialed by the person signing the Bid. The Bids shall be bound in binded and sealed folders, or other binding systems to avoid documents being lost or mixed, with all pages numbered (one side of the A4 page).</p> <p>Bids shall be organised in different sections addressing each cluster of requirements in the Bidding Documents, and shall include a Content Page indicating these sections and respective page numbers, to allow their rapid identification, as per the instructions in the Section D of the Bidding Documents.</p> <p>If the Bidder uses abbreviations in the Bid text to name</p>

<p>atribuire. Daca Ofertantul foloseste prescurtari in textul ofertei pentru a denumi notiuni tehnice sau alte notiuni, acesta va oferi explicatii intr-o anexa. O Oferta ce va folosi orice alte formate nu se considera admisibilă și o astfel de Oferta poate fi respinsă ca inadmisibilă. Ștersăturile sau adăugirile sunt valabile numai în cazul în care acestea sunt semnate sau parafate de către persoana care semnează oferta.</p>	<p>technical notions, he shall explain it in an annex. A Bid using any other formats shall not be acceptable and such Bid may be rejected as inadmissible. Erasures or overwriting shall be valid only if they are signed or initialed by the person signing the bid.</p>
<p>5.11 Informații suplimentare ce vor fi obținute de la Instituții Publice</p>	<p>Additional Information to be obtained from Public Institutions</p>
<p>Informații suplimentare cu privire la taxele aplicabile, protecția mediului, măsuri de siguranță și sănătate, etc., în conformitate cu prevederile legislației din România și care trebuie respectate pe durata indeplinirii contractului, pot fi obținute de către Ofertanții de la următoarele instituții publice:</p> <p>i. Ministerul Finanțelor Publice Strada Apolodor nr. 17, Sector 5, București, România E_mail: publicinfo@mfinante.gov.ro Tel: 00 40 21 410 34 00/ 00 40 21 410 35 50/ 00 40 21 410 50 24 Fax: 00 40 21 312 25 09</p> <p>ii. Ministerul Mediului și Padurilor Blvd Libertății nr. 12. Sector 5, București, România E_mail: srp@mmediu.ro Tel: 00 40 21 316 02 15</p> <p>iii. Ministerul Muncii, Familiei și Protecției Sociale Strada Dem. I. Dobrescu nr. 24, Sector 1, București, România E_mail: relatiicupublicul@msssf.ro Tel: 00 40 21 313 62 67/ 00 40 21 315 85 56</p>	<p>Additional information concerning taxation, environment protection, health and safety, etc. as per legal provisions in Romania that must be observed during contract performance, may be obtained by the Bidders from the following public institutions:</p> <p>i. Ministry of Public Finances 17, Apolodor Street, Sector 5, Bucharest, Romania E_mail: publicinfo@mfinante.gov.ro Tel: 00 40 21 410 34 00/ 00 40 21 410 35 50/ 00 40 21 410 50 24 Fax: 00 40 21 312 25 09</p> <p>ii. Ministry of Environment and Forests 12, Liberty Blvd. Sector 5, Bucharest, Romania E_mail: srp@mmediu.ro Tel: 00 40 21 316 02 15</p> <p>iii. Ministry of Labour, Family and Social Protection 2-4, Dem. I. Dobrescu Street, Sector 1, Bucharest, Romania E_mail: relatiicupublicul@msssf.ro Tel: 00 40 21 313 62 67/ 00 40 21 315 85</p>
<p>5.12 Propunerea tehnica</p>	<p>Technical Proposal</p>
<p>Ofertantul trebuie sa transmita Propunerea Tehnica in forma specificata in Sectiunea „Formulare”. Propunerea Tehnica trebuie insotita de o declaratie emisa de Ofertant cu privire la partea sau partile din contract pe care Ofertantul intentioneaza sa le subcontracteze inclusiv nominalizarea subcontractorilor.</p>	<p>The Bidder shall submit a Technical Proposal in a form mentioned in “Forms” Section. The Technical Proposal shall be accompanied by a statement, issued by the Bidder regarding the part/parts of the contract which the Bidder intends to subcontract, including the names of the subcontractors.</p>
<p>Ofertanții pot utiliza sub-contractanți, inasa sunt obligați să-i numească în Propunerea Tehnică, menționând de asemenea, partea din contract pe care acești sub-contractanți o vor realiza. Se înțelege că același sub-contractant nu îi este permis să participe la mai mult de o (1) Oferta.</p>	<p>Bidders may use Sub-Contractors but they are obliged to name them in the Technical Proposal, also mentioning the part of the contract scope they shall undertake. It is understood that the same Sub-Contractor is not allowed to participate in more than one (1) Bid.</p>
<p>5.13 Propunerea Financiara</p>	<p>Financial Proposal</p>
<p>Propunerea Financiara va fi transmisa in forma specificata in Sectiunea „Formulare”, Formularul Propunere Financiara. In fiecare caz în care prețul pentru o activitate a fost omis a se introduce în propunerea financiară, acea activitate fiind specificata in Propunerea Tehnica, se va considera că prețul corespunzător este inclus în alte prețuri din formular și prestatorul nu are dreptul de a solicita o</p>	<p>The Bidder shall submit a Financial Proposal in a form mentioned in “Forms” Section, Form Financial Proposal. In every case of an activity for which entry of a figure in the Financial Proposal Form has been omitted, and the activity is specified in the Technical Proposal, it shall be deemed that the corresponding fee/ price is included in the other prices of the Form and the provider shall not be entitled to seek remuneration for these services.</p>

<p>remunerație pentru aceste servicii. În cazul unei discrepante între prețul unitar și prețul total, prețul unitar va prevala. Prețurile unitare și prețul total al ofertei trebuie să fie exprimate în moneda specificată la paragraful - "Moneda ofertei". Prețurile vor fi cotate fără TVA. În completarea formularului de propunere financiară, Ofertantul trebuie să țină cont de deducerile făcute în conformitate cu prevederile legale, dacă este cazul, precum și de toate celelalte cheltuieli necesare pentru îndeplinirea obligațiilor sale, precum și a cheltuielilor și a profitului său. Prețurile oferite trebuie să includă taxe și impozite datorate, precum și oricare alte contribuții solicitate prin lege pentru serviciile prestate. Prețurile propuse se consideră a fi prețuri finale și nu sunt afectate de orice variație în impozitele, taxele și / sau contribuțiile menționate mai sus.</p>	<p>In the case of an accounting discrepancy between the unit fee rate and the total price, the unit rate shall prevail. The fees and the total price of the proposal shall be denominated in the currency specified in paragraph "Currencies of Bid". Prices shall be quoted exclusive of VAT. In completing the Financial Proposal Form, the Bidder must take into account the deductions, if any, made under the law, and all other expenses required for meeting its obligations, as well as its expenses and profit.</p> <p>The prices offered must be inclusive of the duties and taxes payable, and of any contributions levied on provided services. The proposed prices shall be deemed final and shall not be affected by any variations of the aforementioned taxes, duties and/or contributions.</p>
<p>5.14 Transmiterea si depunerea ofertelor</p>	<p>Sending and submission of Bids</p>
<p>Riscurile transmiterii ofertei, inclusiv forta majora cad in sarcina Ofertantului. Numai ofertele depuse in termen pe suport hartie si suport electronic se iau in considerare.</p>	<p>Risks of sending the Bid, force majeure included, are borne by the Bidder. Only Bids submitted in due time on hard copy and with electronic support shall be considered.</p>
<p>5.15 Sigilarea si marcarea ofertelor</p>	<p>Sealing and Marking of Bids</p>
<p>a) Ofertantul va sigila originalul si cele doua copii ale ofertei in plicuri separate si marcate corespunzator cu "ORIGINAL" si "COPIE". Aceste plicuri interne vor fi introduse intr-un plic exterior/colet. b) Ofertele trebuie trimise prin scrisoare recomandată cu confirmare de primire, sau livrate personal cu primirea unei confirmări semnate de către persoana de contact numită la paragraful "Termenul limită pentru depunerea ofertelor". c) Ofertantul va depune originalul și toate copiile ofertei, inclusiv ofertele alternative, dacă sunt permise, în plicuri sigilate separate, pe care le va marca în mod corespunzător "ORIGINAL", și "COPIE". Aceste plicuri conținând originalul și copiile trebuie apoi să fie închise într-un singur pachet/plic exterior.</p> <p>Plicul exterior/coletul va fi marcat după cum urmează:</p> <ol style="list-style-type: none"> 1. „adresa de depunere a ofertelor” 2. să conțină identificarea precisă a acestui proces de licitație 3. să conțină numele și adresa Ofertantului; 4. să fie adresat OMV Petrom, așa cum a fost indicat în această Documentație de atribuire 5. avertismentul: A NU SE DESCHIDE DECAT IN PREZENTA COMISIEI DE EVALUARE IN DATA DE _____ ORA ____ / NOT TO BE OPENED BEFORE THE BIDS OPENING SESSION BY THE EVALUATION COMMITTEE BEFORE _____ HOUR ____ (data si ora sedintei de deschidere a ofertelor – asa cum este specificata in paragraful „Sedinta de deschidere a ofertelor”). <p>Daca plicul exterior nu este sigilat si marcat conform celor de mai sus, OMV PETROM nu-si va asuma nicio</p>	<p>a) The Bidder shall seal the original and the two copies of the Bid in separate envelopes with the corresponding mark "ORIGINAL" and "COPY". These internal envelopes shall be enclosed in one single sealed envelope/package. b) The Bids are to be sent by registered mail with acknowledgement of receipt, or delivered by hand against a receipt signed by the contact person/s named in paragraph "Deadline for Submission of Bid". c) The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.</p> <p>The exterior envelope/package shall be marked as follows:</p> <ol style="list-style-type: none"> 1. „Bids submission address” 2. bear the specific identification of this bidding process 3. bear the name and address of the Bidder; 4. be addressed to OMV Petrom, as instructed in this Bidding Documents 5. warning: NOT TO BE OPENED BEFORE THE BIDS OPENING SESSION BY THE EVALUATION COMMITTEE BEFORE _____ HOUR ____ / A NU SE DESCHIDE DECAT IN PREZENTA COMISIEI DE EVALUARE IN DATA DE _____ ORA ____ (day and hour of the Bids opening session – as specified in paragraph „Bid opening session”). <p>In case the exterior package is not sealed and marked according to the above mentioned, OMV PETROM will not take any responsibility for losing/opening the package before the established deadline in these Bidding Documents.</p>

responsabilitate pentru pierderea/ deschiderea ofertei inainte de termenul stabilit prin aceasta Documentatie de atribuire.	
5.16 Adresa de depunere a ofertelor	Bid submission address
<p>Plicul/coletul ce contine originalul si copiile ofertei trebuie sa fie transmise la adresa:</p> <p>OMV PETROM - Operational Procurement Department</p> <p>Strada Coralilor 22, Bucuresti –sector 1, cod RO 013329, Petrom City, Infinity Building, IB-00 B500</p> <p>In atentia D-nei Mariana GHIORGHICI</p> <p>pana la termenul limita de depunere a ofertelor precizat la paragraful „Termenul limita de depunere a ofertelor”</p>	<p>Envelope/package containing the Bid original and copies shall be sent to the address:</p> <p>OMV PETROM - Operational Procurement Department</p> <p>Coralilor 22 street, Bucharest –sector 1, cod RO 013329, Petrom City, Infinity Building, IB-00 B500</p> <p>In attention of Mrs. Mariana GHIORGHICI</p> <p>until the deadline for Bids’ submission mentioned in the paragraph “Deadline for Bids’ submission”</p>
5.17 Modalitati de transmitere a ofertelor	Submission of the Bids
<p>Ofertele pot fi transmise prin posta sau curier la adresa specificata la paragraful „Adresa de depunere a ofertelor” sau pot fi depuse direct de catre un reprezentant al ofertantului la aceeasi adresa.</p> <p>Ofertele transmise prin orice alte mijloace nu vor fi luate in considerare.</p> <p>Oferta primita la alta adresa decat cea stabilita in documentatia de atribuire in cadrul acestei sectiuni sau primita dupa termenul limita de depunere a ofertelor va fi returnata nedeschisa.</p>	<p>Bids sent by post or courier to the specified address in the paragraph “Bid submission address” or may be submitted directly by a Bidder’s representative at the same address.</p> <p>Submitted Bids by any other means shall not be considered. Bids received at an address other than the one established in the bidding documents within this section, or received after the deadline for Bid submission shall be returned unopened.</p>
5.18 Termenul limita de primire a ofertelor	Deadline for receipt of Bids
<p>Termenul limita de primire a ofertelor la adresa de depunere a ofertelor este: 24.05.2011 ora 10:00AM, ora Romaniei.</p> <p>Ofertele trebuie transmise cu respectarea instructiunilor prezentate in cadrul acestui document si trebuie sa fie primite la adresa specificata la paragraful anterior, inainte de termenul limita de primire a ofertelor.</p> <p>Daca considera necesar, OMV Petrom poate prelungi termenul limita de primire a ofertelor prin emiterea unui amendament la Documentatia de atribuire.</p> <p>In cazul in care OMV Petrom prelungeste termenul de primire a ofertelor, toate drepturile si obligatiile OMV Petrom si ale Ofertantilor, supuse termenului limita initial, vor fi raportate la noul termen limita stabilit.</p>	<p>Deadline for receipt of Bids to the Bid submission address is: 24.05.2011 starting with hour 10:00AM Romanian zone time.</p> <p>The Bids shall be submitted with observance of the instructions within this document, and shall be received at the address specified in the foregoing paragraph, before the deadline of Bid receipt.</p> <p>If OMV Petrom considers it necessary, the deadline for the receipt of Bids may be extended by amending the Bidding Documents.</p> <p>In case OMV Petrom extends the deadline for the receipt of Bids, all rights and obligations of OMV Petrom and of Bidders’ shall be reflected in the newly established deadline.</p>
5.19 Oferte depuse la o alta adresa sau oferte intarziate	Bids submitted to another address, or late Bids
<p>Ofertele primite de OMV Petrom dupa termenul limita prevazut la paragraful anterior vor fi declarate intarziate si vor fi returnate nedeschise Ofertantilor.</p> <p>Ofertele depuse la o alta adresa decat cea specificata la paragraful „Adresa de depunere a ofertelor”, nu vor fi luate in considerare si vor fi returnate nedeschise, impreuna cu garantia pentru participarea la licitatie.</p> <p>OMV Petrom nu va fi tinuta raspunzatoare pentru livrarea cu intarziere a ofertelor.</p>	<p>Bids received by OMV Petrom after the deadline for submission of Bids detailed in the previous paragraph shall be declared late, and shall be returned unopened to the Bidders. Bids submitted to another address than the specified one in the paragraph, “Address for submission of Bids” shall not be considered and will be returned unopened together with the Bid security for participation to Bid. OMV Petrom shall not be responsible for the late submission of Bids.</p>

Garanția pentru participarea la licitație va fi, de asemenea, returnată Ofertantului.	The associated bid security will also be returned to the Bidder.
5.20 Retragerea, substituirea și modificarea ofertelor	Withdrawal, Substitution, and Modification of Bids
Ofertantul poate modifica, înlocui sau retrage oferta sa prin notificare scrisă înainte de termenul limită de depunere a ofertelor.	Bidders may modify, withdraw or substitute their bids by written notification prior to the deadline for submission of bids.
Un Ofertant poate retrage, înlocui sau modifica oferta după ce aceasta a fost prezentată, prin trimiterea unei comunicări scrise, semnată de către un reprezentant autorizat, inclusiv o copie a autorizației, în conformitate cu paragraful "Forma ofertei și semnarea ofertei", (cu excepția faptului că notificările de retragere nu au nevoie de copii). Notificarea scrisă trebuie însoțită de oferta ce înlocuiește sau modifică oferta depusă.	A Bidder may withdraw, substitute, or modify its bid after it has been submitted, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with the Paragraph "Format and Signing of Bids", (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice.
Toate notificările scrise trebuie: a) Să fie pregătite și prezentate în conformitate cu paragraful "Forma ofertei și semnarea ofertei" și paragraful "Sigilarea și marcarea ofertei" (cu excepția faptului că notificările de retragere nu au nevoie de copii), și în plus, pachetele respective trebuie să fie clar marcate "RETRAGERE", "ÎNLOCUIRE", "MODIFICARE;" și b) Să fie primite de către OMV Petrom înainte de termenul limită prevăzut pentru depunerea ofertelor, în conformitate cu paragraful "Termenul limită de depunere ofertelor".	All notices must be: a) Prepared and submitted in accordance with the Paragraph "Format and Signing of Bids" and the Paragraph "Sealing and Marking of Bids" (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL", "SUBSTITUTION", "MODIFICATION", and b) Received by OMV Petrom prior to the deadline prescribed for submission of bids, in accordance with the Paragraph "Deadline for Submission of Bids".
Ofertele solicitate a fi retrase vor fi returnate nedeschise Ofertanților.	Bids requested to be withdrawn shall be returned unopened to the Bidders.
Nicio oferta nu poate fi substituită sau modificată după termenul limită de depunere a ofertelor.	No bid may be substituted, or modified after the deadline for submission of bids.
Retragerea unei oferte, în perioada de după termenul limită pentru depunere duce automat la reținerea garanției pentru participarea la licitație.	The withdrawal of a bid in the period after the deadline for submission shall automatically result in forfeiture of the related Bid security.
5.21 Oferte alternative Ofertele alternative sunt acceptate în limita celor 3 opțiuni prezentate în Secțiunea B- Caiet de sarcini, după cum urmează: - Oferta pentru Opțiunea 1 va fi considerată oferta de baza - Ofertele pentru Opțiunile 2 și/sau 3 vor fi considerate oferte alternative la oferta de baza . Se va completa câte un Formular de Oferta separat pentru fiecare opțiune, marcate în mod clar: „ oferta de baza ” și/sau „ oferta alternativă ”. Ofertele pentru Opțiunile 2 și/sau 3 vor fi luate în considerare numai dacă se depune oferta pentru Opțiunea 1 (oferta de baza).	Alternative Bids Alternative Bids are to be considered in the limit of the 3 options requested in Section B- Scope of Work, as follows: - The Bid for Option 1 shall be considered as main bid - The Bids for Options 2 and/or 3 shall be considered alternative bids towards the main bid. A Bid Form shall be filled in separately for each option, clearly marked as: “ main bid ” and/or “ alternative bid ”. The Bids for Options 2 and/or 3 shall be considered only in case a Bid for Option 1 is submitted (main bid).
5.22 Oferta comuna	Common Bid
Mai multe persoane juridice sau fizice au dreptul de a se asocia cu scopul de a depune oferta comuna, fara a fi obligate sa isi prezinte asocierea intr-o forma legalizata. In cazul in care oferta comuna este declarata castigatoare, OMV Petrom are dreptul de a solicita ca contractul de	Several legal or natural persons are entitled to associate in order to submit a common Application, without being obligated to submit their association in an authenticated form. In case the Common Bid is declared winner, OMV Petrom

<p>asociere sa fie autentificat inainte de semnarea contractului. Oferta comuna, prezentata de o asociere formata din doi sau mai multi operatori economici ca asociati, va respecta cerintele prezentate in continuare:</p> <p>i. oferta va include toate informatiile enumerate la paragraful „Documentele solicitate de la Ofertant”, dupa cum urmeaza:</p> <p>a. „Cerinte minime referitoare la situatia personala a Ofertantului” si „Cerinte minime referitoare la capacitatea de exercitare a activitatii profesionale” pentru fiecare membru al asocierii;</p> <p>b. imputernicire scrisa data semnatarului angajamentului de asociere pentru a angaja asociatul</p> <p>ii. oferta va fi semnata astfel incat sa angajeze legal toti membrii asocierii</p> <p>iii. oferta va cuprinde contractul de asociere care prevede ca:</p> <p>a. toti asociatii vor fi solidar si separat raspunzatori pentru executia contractului in conformitate cu termenii acestuia</p> <p>b. unul dintre asociati va fi desemnat ca autorizat sa preia responsabilitatile si sa primeasca instructiunile de la OMV Petrom pentru si in numele oricarui si tuturor partenerilor asocierii inclusiv plata;</p> <p>Indeplinirea cerintelor minime privind capacitatea tehnica si profesionala / situatia economica si financiara se demonstreaza prin luarea in considerare a resurselor cumulate ale asocierii.</p> <p>Indeplinirea cerintelor minime privind respectarea obligatiilor referitoare la conditiile de munca si protectia muncii trebuie demonstrata de toti membrii asocierii.</p> <p>Indeplinirea cerintelor minime privind sistemul de management al calitatii si OHSAS, trebuie demonstrata de toti membri asocierii.</p>	<p>has the right to ask for the Association Contract to be authenticated before the signing of the contract. The Common Bid submitted by an Association consisting of two or more economic operators as associates shall meet the requirements listed below:</p> <p>i. the Bid will include all listed information within the paragraph „Documents requested from the Bidder”, as follows:</p> <p>a. “Minimum requirements related to the personal situation of the Bidder” and “Minimum requirements related to suitability to pursue the professional activity” for each member of the Association;</p> <p>b. written power for engaging the Associate, issued by the signatory of the association agreement;</p> <p>ii. the Bid will be signed in a manner to legally involve all the Association members</p> <p>iii. the Bid will include the Association Agreement which stipulates that:</p> <p>a. all associates shall be jointly and severally liable for the performance of the contract in accordance with its terms and conditions;</p> <p>b. one of the Associates will be designated to take over all responsibilities (payment included) and receive instructions from OMV Petrom for and on behalf of every Association partner;</p> <p>Fulfillment of minimum requirements concerning the technical and professional capability / economical and financial situation is to be demonstrated by taking into consideration the association cumulated resources.</p> <p>Fulfillment of minimum requirements concerning the observance of the obligation for work conditions and work protection shall be demonstrated by all association members.</p> <p>Fulfillment of minimum requirements concerning the quality management system and OHSAS shall be demonstrated by all members of the association.</p>
<p>5.23 O Singura oferta pentru toate cerintele din caietul de sarcini</p>	<p>Single Bid for all requirements inserted in the Scope of Work</p>
<p>Un operator economic trebuie sa prezinte doar o singura Oferta, fie individual fie ca asociat intr-o asociere de operatori economici. Un operator economic care prezinta sau participa cu mai mult de o oferta va fi descalificat.</p> <p>Persoanele fizice sau juridice nominalizate ca subcontractanti in cadrul unei oferte nu au dreptul de a depune oferta in nume propriu sau in asociere in cadrul aceleiasi proceduri.</p> <p>In cadrul acestei proceduri nu se accepta oferte partiale, care sa faca referire doar la o parte a obiectului contractului.</p>	<p>An economic operator shall submit a single Bid, individually or in association of economic operators.</p> <p>An economic operator who submits or participates with more than one Bid shall be disqualified.</p> <p>Natural and legal persons nominated as subcontractors in a Bid are not entitled to submit Bid for themselves or in association within the same awarding procedure.</p> <p>Within this procedure, no partial Bids shall be accepted referring to only one part of the contract scope.</p>
<p>6 DESCHIDEREA SI EVALUAREA OFERTELOR</p>	<p>OPENING AND EVALUATION OF BIDS</p>
<p>6.1 Sedinta de deschidere a ofertelor</p>	<p>Bids opening session</p>

<p>OMV Petrom deschide ofertele inclusiv retragerile, modificarile sau substituirile de oferte primite înainte de termenul limita de depunere a ofertelor, in prezenta reprezentantilor Ofertantilor ce doresc sa participe la sedinta de deschidere a ofertelor.</p> <p>Sedinta de deschidere a ofertelor va avea loc la sediul Autoritatii Contractante "Petrom City", situat in strada Coralilor nr. 22, sector 1, Bucuresti, in data de 24.05.2011 incepand cu ora 10:30AM ora Romaniei.</p> <p>Numele operatorilor economici care au transmis o oferta; modificarile, substituirile si retragerile de oferte, existenta garantiilor de participare; pretul oferit, orice alte detalii si precizari pe care comisia de evaluare le considera necesare, vor fi anuntate de comisia de evaluare in cadrul sedintei de deschidere a ofertelor.</p> <p>Comisia de evaluare va pregati procesul verbal al sedintei de deschidere a ofertelor, care va cuprinde referiri la informatiile facute publice celor prezenti.</p> <p>Nicio oferta nu va fi respinsa la deschidere, cu exceptia ofertelor intarziate precum si a celor care nu fac dovada constituirii garantiei pentru participare la licitatie.</p>	<p>OMV Petrom shall open the Bids including withdrawals, modifications or substitutions of a Bid submitted before the deadline of submission of Bids, in the presence of the Bidders who want to participate to the Bids opening.</p> <p>The Bid opening session shall take place at Contracting Authority's headquarter "Petrom City" located in Bucharest, sector 1, Coralilor 22 street, on the date of 24.05.2011 starting with hour 10:30AM, Romanian time zone.</p> <p>The names of economic operators that submitted a Bid, modification, substitution and withdrawals of Bids, existence of Bid security, financial proposal, any other details and statements that the Evaluation Committee will consider necessary, will be announced by the Evaluation Committee during the Bid opening session.</p> <p>The Evaluation Committee will prepare minutes of the Bid opening session, which will comprise references to the information presented to the participants at the Bid opening session.</p> <p>No Bid will be rejected at opening, except late Bids, as well as Bids that do not show existence of a Bid security for participation in the procedure.</p>
<p>Plicurile marcate "RETRAGERE" sunt deschise și citite iar plicul cu oferta corespunzătoare nu se deschide, ci se returnează Ofertantului. Nu va fi permisă retragerea niciunei oferte decât dacă plicul conține o autorizație corespunzătoare validă pentru cererea de retragere și este citită la deschiderea ofertelor.</p>	<p>Envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p>
<p>Plicurile marcate "ÎNLOCUIRE" sunt deschise și citite și schimbate cu oferta corespunzătoare de înlocuire, iar oferta înlocuită nu se deschide, ci se returnează Ofertantului. Nu va fi permisă înlocuirea niciunei oferte decât dacă plicul conține o autorizație corespunzătoare validă pentru cererea de înlocuire și este citită la deschiderea ofertelor.</p>	<p>Envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening.</p>
<p>Plicurile marcate "MODIFICARE" sunt deschise și citite împreună cu oferta corespondentă. Nu va fi permisă modificarea niciunei oferte decât dacă plicul conține o autorizație corespunzătoare valabilă pentru cererea de modificare și este citită la deschiderea ofertelor.</p>	<p>Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening.</p>
<p>Numai ofertele deschise și citite la deschiderea ofertelor sunt considerate în continuare pentru evaluare.</p>	<p>Only bids that are opened and read out at bid opening shall be further considered for evaluation.</p>
<p>Plicurile se vor deschide pe rând, citindu-se: numele Ofertantului și dacă există o modificare; prețul (prețurile), inclusiv orice reduceri și oferte alternative; prezența sau absența unei garanții pentru participarea la licitație, dacă este solicitată, precum și orice alte detalii, pe care OMV Petrom le poate considera adecvate. Numai reducerile citite la deschidere vor fi luate în considerare pentru evaluare.</p>	<p>All envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Price(s), including any discounts and alternative offers; the presence or absence of a bid security, if required; and any other details as OMV Petrom may consider appropriate. Only discounts read out at bid opening shall be considered for evaluation.</p>
<p>6.2 Confidentialitatea procesului de evaluare</p>	<p>Confidentiality of process evaluation</p>
<p>Toate informatiile cu privire la examinarea, evaluarea si compararea ofertelor, inclusiv cele referitoare la</p>	<p>All information related to the examination, evaluation and comparison of Bids, including those with reference to</p>

<p>clarificarile solicitate de la Ofertanti, precum si recomandările pentru semnarea contractului, nu vor fi facute publice Ofertantilor si nici altor persoane care nu sunt implicate oficial in acest proces pana cand nu se notifica participantii la procedura cu privire la rezultatul aplicării procedurii.</p> <p>Din momentul deschiderii ofertelor si pana in momentul semnării contractului Ofertantii care au depus oferta nu trebuie sa contacteze reprezentantii OMV Petrom si comisia de evaluare cu privire la orice aspect legat de procesul de evaluare a ofertelor.</p> <p>Ofertantii trebuie sa raspunda in scris, la solicitarile de clarificari transmise in scris de catre Comisia de evaluare. De la data de deschidere a ofertei până la data semnării contractului, în cazul în care un Ofertant dorește să contacteze OMV Petrom cu privire la orice aspect legat de această procedură de atribuire, o poate face în scris. În cazul în care, după notificarea privind semnarea contractului, un Ofertant dorește să afle în detaliu motivele pentru care oferta sa nu a fost selectată, trebuie să-și adreseze cererea în scris, la OMV Petrom, care va asigura o explicație în scris. Orice cerere de explicații transmisă de un Ofertant trebuie să se refere numai la propria Oferta și nu la informații cu privire la oferta concurenților.</p> <p>Intentia unui Ofertant de a influenta activitatea comisiei de evaluare determina respingerea ofertei sale.</p>	<p>clarifications requested by Bidders, as well as recommendations for the signing the contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on procedure result is communicated to all participants.</p> <p>From the time of Bid opening to the time of signing the contract, the Bidders that submitted a Bid are not to contact OMV Petrom representatives and the evaluation committee with regard to any legal aspect of the Bid evaluation process.</p> <p>Bidders shall respond in writing to requests for clarification sent in writing by the evaluation committee.</p> <p>From the time of bid opening to the time of contract signing date, if any Bidder wishes to contact OMV Petrom on any matter related to the bidding process, it may do so in writing.</p> <p>If, after the notification for signing the contract, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to OMV Petrom who will provide a written explanation.</p> <p>Any request for explanation from one Bidder should relate only to its own bid; information about the bid of competitors will not be addressed.</p> <p>Any attempt by a Bidder to influence the activity of the Evaluation Committee shall result in rejection of its Bid.</p>
<p>6.3 Clarificari asupra continutului ofertei</p>	<p>Clarification of the bid's content</p>
<p>Comisia de evaluare poate solicita oricărui Ofertant:</p> <ol style="list-style-type: none"> 1) acceptul privind corectarea viciilor de formă 2) clarificări privind propunerea tehnică 3) acceptul privind corectarea erorilor aritmetice 4) clarificări privind omisiuni sau neconcordanțe în cadrul ofertei. <p>Orice clarificare prezentată de către un Ofertant și care nu este primită ca răspuns la o cerere emisă de către OMV Petrom nu va fi luată în considerare. Cererile de clarificare emise de OMV Petrom și răspunsurile aferente se vor face în scris. Nu se vor încerca, oferi sau permite, modificări de substanță ale ofertei sau ale prețurilor, cu excepția confirmării corecției erorilor aritmetice constatate pe parcursul procesului de evaluare a ofertelor.</p> <p>În cazul în care un Ofertant nu oferă clarificările la oferta la data și ora stabilită de OMV Petrom în cererea de clarificare, oferta sa poate fi respinsă.</p>	<p>The Evaluation Committee can request from any Bidder:</p> <ol style="list-style-type: none"> 1) Acceptance regarding correction of informalities 2) Clarifications regarding the technical proposal 3) Acceptance regarding correction of arithmetical errors 4) Clarifications regarding omissions and disparities in the bid. <p>Any clarification submitted by a Bidder that is not in response to a request by OMV Petrom shall not be considered. OMV Petrom's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors found during the bid evaluation process.</p> <p>If a Bidder does not provide clarifications of its bid by the date and time set in OMV Petrom's request for clarification, its bid may be rejected.</p>
<p>În evaluarea ofertelor, se aplică următoarele definiții:</p> <p>(i). "Abaterea" este o deviere de la cerințele specificate în Documentatia de atribuire</p> <p>(ii). "Neconformitatea" este stabilirea unor condiții limitative sau neacceptarea cerințelor specificate în Documentatia de atribuire; și</p> <p>"Omiterea" este neprezentarea unei părți sau a tuturor informațiilor și documentelor solicitate în Documentatia de atribuire.</p>	<p>During the evaluation of bids, the following definitions apply:</p> <p>(i). "Deviation" is a departure from the requirements specified in the Bidding documents</p> <p>(ii). "Nonconformities" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and</p> <p>"Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.</p>
<p>Determinarea de către OMV Petrom a gradului în care o Oferta răspunde cerințelor se bazează pe conținutul ofertei</p>	<p>OMV Petrom's determination of a bid's responsiveness is to be based on the contents of the bid itself. An admissible bid</p>

<p>în sine. O oferta admisibilă este aceea care îndeplinește cerințele prevăzute de Documentația de atribuire, fără Abateri, Neconformități sau Omisiuni materiale. O Abatere, Neconformitate, sau Omisiune materială este aceea care dacă este acceptată:</p> <p>(i). ar afecta în mod substanțial scopul, calitatea, sau derularea și execuția contractului, sau</p> <p>(ii). ar limita, într-un mod substanțial, inconsistent cu documentația de atribuire, drepturile OMV Petrom sau obligațiile Ofertanților prevăzute de contractul propus; sau</p> <p>(iii). dacă este rectificată, ar afecta în mod injust poziția competitivă a altor ofertanți care au prezentat oferte substanțial corespunzătoare.</p>	<p>is one that meets the requirements of the Bidding Documents without material deviation, nonconformity, or omission. A material deviation, nonconformity, or omission is one that if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or the performance of the contract; or</p> <p>(ii) limit in any substantial way, inconsistent with the bidding documents, OMV Petrom's rights or Bidder's obligations under the proposed contract, or</p> <p>(iii) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p>
<p>În cazul în care o oferta nu este substanțial corespunzătoare cerințelor din Documentația de atribuire, aceasta va fi respinsă de către OMV Petrom și nu poate fi făcută ulterior corespunzătoare prin corectarea Abaterii, a Neconformității, sau a Omisiunii materiale.</p>	<p>If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by OMV Petrom and may not subsequently be made responsive by correction of the material deviation, nonconformity, or omission.</p>
<p>OMV Petrom examinează aspectele tehnice ale ofertei prezentate în baza "Propunerii tehnice", în special pentru a confirma faptul că toate cerințele din secțiunea C "Caiet de sarcini" au fost îndeplinite, fără nicio Abatere, Neconformitate sau Omisiune materială.</p>	<p>OMV Petrom shall examine the technical aspects of received bid, in particular, to confirm that all requirements of Section C - "Scope of Work" have been met without any material deviation, nonconformity, or omission.</p>
<p>În cazul în care o oferta este substanțial corespunzătoare, OMV Petrom poate neglija orice rezervă făcută în oferta, care nu constituie o abatere, neconformitate sau omisiune.</p>	<p>If a bid is substantially responsive, OMV Petrom may waive any reservation in the bid that does not constitute a material deviation, nonconformity, or omission.</p>
<p>În cazul în care o oferta este substanțial corespunzătoare, OMV Petrom poate cere Ofertantului să prezinte informațiile sau documentele necesare, într-un termen rezonabil de timp pentru a clarifica diversele aspecte din ofertă. Nerespectarea de către Ofertant a cerințelor solicitate poate duce la respingerea ofertei sale.</p>	<p>Provided that a bid is substantially responsive, OMV Petrom may request that the Bidder submit the necessary information or documentation, within a reasonable period of time to clarify various issues in the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.</p>
<p>În cazul în care o propunere financiară este considerată a fi anormal de scăzută, OMV Petrom va solicita în scris Ofertantului să producă orice clarificări relevante. După examinarea clarificărilor primite, OMV Petrom va decide dacă acceptă sau respinge oferta.</p>	<p>Should a Financial Proposal be considered abnormally low, OMV Petrom shall request the Bidder to provide in writing, any relevant clarifications. Upon examining received clarifications OMV Petrom shall decide to accept them or reject the Bid.</p>
<p>Dacă respectivul Ofertant nu asigură informațiile relevante solicitate, oferta sa va fi respinsă de către OMV Petrom.</p>	<p>Should respective Bidder fail in providing relevant information, its Bid shall be rejected by OMV Petrom.</p>
<p>6.4 Corectia erorilor de calcul</p>	<p>Correction of calculation errors</p>
<p>În cazul în care oferta este substanțial corespunzătoare, OMV Petrom va corecta erorile aritmetice în baza următoarelor:</p> <p>a) dacă există o discrepanță între tariful unitar și prețul total care este obținut prin înmulțirea tarifului unitar cu cantitatea serviciilor, tariful unitar trebuie să prevaleze, iar prețul total va fi corectat, cu excepția cazului în care, în opinia OMV Petrom, există o plasare greșită evidentă a punctului zecimal în prețul unitar, caz în care prețul total cotate va governa și prețul unitar trebuie să fie corectat;</p> <p>b) dacă există o eroare într-un total care să corespundă</p>	<p>Provided the bid is substantially responsive, OMV Petrom shall correct arithmetical errors on the following basis:</p> <p>a) if there is a discrepancy between the unit fee rate and the total price that is obtained by multiplying the unit rate and quantity of services, the unit rate shall prevail and the total price shall be corrected, unless in the opinion of OMV Petrom there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</p> <p>b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall</p>

<p>adunării sau scăderii din subtotaluri, subtotalurile vor prevala și suma totală trebuie să fie corectată; și dacă există o discrepanță între cuvinte și cifre, suma descrisă în cuvinte va prevala, cu excepția cazului în care suma exprimată în cuvinte este legată de o eroare aritmetică, caz în care suma în cifre va prevala, după aplicarea punctelor (a) și (b) de mai sus.</p>	<p>prevail and the total shall be corrected; and</p> <p>if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p>
<p>6.5 Prezentarea propunerii tehnice de catre ofertanti pe parcursul procesului de evaluare</p>	<p>Presentation of the Technical Proposal by the Bidders during the evaluation process</p>
<p>Daca, pe parcursul evaluarii propunerilor tehnice, comisia de evaluare sau expertii cooptati considera necesar, exista posibilitatea de a se solicita Ofertantilor prezentarea propunerilor tehnice in cadrul unor sedinte special stabilite in acest sens si cu aceeasi durata pentru fiecare dintre Ofertantii participanti la procedura. Inregistrările efectuate pe parcursul acestor prezentari devin parte a procesului, respectiv raportului de evaluare.</p> <p>Daca aceasta posibilitate este considerata viabila de catre comisia de evaluare si de catre expertii cooptati, Ofertantii vor fi anuntati cu 7 zile inainte de data stabilita pentru prezentare si li se vor face cunoscute informatiile pe care trebuie sa le prezinte. In cazul in care Ofertantii sunt in imposibilitatea de a participa la respectiva data la sedinta de prezentare a propunerii tehnice, se va stabili, de comun acord, o alta data. Daca nici atunci nu vor participa la intalnire, Ofertantii pot fi exclusi din procedura de atribuire.</p>	<p>If, during technical proposal evaluation, the evaluation committee or other recruited experts consider it necessary, the Bidders may be requested to present the technical proposal during sessions especially established for this purpose. Such sessions will have the same duration for each Bidder participating in the procedure. Records taken during these presentations become part of the evaluation process, respectively the evaluation report.</p> <p>If this possibility is considered viable by the evaluation committee and recruited experts, the Bidders will be notified with 7 days before the date established for the presentations and they will be informed about the information they have to present. In the case that Bidders are not able to participate at the Technical Proposal presentation session, it will be jointly established on a new date. If they will not participate at the session at the second established date, the Bidders may be excluded from the bidding procedure.</p>
<p>7 SEMNAREA CONTRACTULUI</p> <p>7.1 Criteriul de atribuire</p>	<p>SIGNING OF THE CONTRACT</p> <p>Award criterion</p>
<p>OMV Petrom va atribui contractul pe baza aplicarii criteriului oferta cea mai avantajoasa din punct de vedere economic Ofertantului a cărui ofertă a fost determinată ca fiind admisibilă.</p> <p>Ofertele care nu dovedesc indeplinirea tuturor cerintelor din punct de vedere tehnic pentru capacitatea de a realiza serviciile si caracteristicile tehnice asociate vor fi considerate neconforme.</p>	<p>OMV Petrom will award the contract based on the most advantageous economical bid to the Bidder for which the bid was determined as admissible (responsive).</p> <p>Those Bids, which do not prove compliance with all of the technical requirements in respect to service capability and their associated technical features will be considered uncompliant bid.</p>
<p>Criteriul de atribuire in cadrul acestei proceduri este oferta cea mai avantajoasa din punct de vedere economic, si consta in urmatoorii factori de evaluare:</p> <p>Pretul (P) – 80% Timpul de prestare a serviciilor - (T) - 20% Punctaj total = P + T</p>	<p>The award criterion in this procedure is the most economic advantageous offer, consisting of the following evaluation factors:</p> <p>Price (P) –80% Period expected to perform the services - (T) - 20% Total score = P + T</p>

<p>Pentru oferta admisibila care prezinta cel mai mic pret pentru prestarea serviciilor se vor aloca 80 puncte. Pentru restul ofertelor admisibile, punctajul pentru pret (P) va fi calculat folosind urmatoarea formula: $P = P_{(min)} / P_{(n)} \times 80$ unde: P este Punctajul pentru pret obtinut de oferta admisibila evaluata; $P_{(min)}$ este pretul cel mai scazut prezentat de o oferta admisibila $P_{(n)}$ este pretul prezentat de oferta evaluata.</p> <p>Pentru oferta admisibila care demonstreaza cel mai scurt timp (estimat documentat, in zile lucratoare) pentru prestarea serviciilor se vor aloca 20 puncte.</p> <p>Pentru restul ofertelor admisibile, punctajul pentru timpul de prestare a serviciilor (T) va fi calculat folosind urmatoarea formula: $T = T_{(min)} / T_{(n)} \times 20$ unde: T = punctele obtinute de oferta admisibila evaluata; $T_{(n)}$ = timpul estimat documentat –in zile lucratoare– pentru prestarea serviciilor, prezentat de oferta admisibila evaluata; $T_{(min)}$ = timpul–in zile lucratoare– pentru prestarea serviciilor, prezentat de oferta admisibila care demonstreaza cel mai scurt timp estimat documentat.</p> <p>Oferta castigatoare, va fi cea care obtine cel mai mare punctaj total.</p>	<p>In case of the admissible offer having the lowest price for services rendering, will be awarded with 80 points. For the rest of the admissible offers, the score for the price (P) will be calculated using the following formula: $P = P_{(min)} / P_{(n)} \times 80$, where: P is the score of the evaluated bid price; $P_{(min)}$ is the lowest of all evaluated bid prices among responsive bids $P_{(n)}$ is the evaluated bid price, as submitted.</p> <p>In case of the admissible offer having the shortest expected period for the provision of the services (estimated and documented, expressed in working days) will be awarded 20 points. For the rest of the admissible offers, the score for the expected period to provide the services (T) will be calculated using the following formula: $T = T_{(min)} / T_{(n)} \times 20$, where: T = is the score awarded for the expected period to provide the services by the admissible evaluated bid; $T_{(n)}$ = is the estimated period to provide the services – documented and expressed in working days – as presented by the admissible offer under evaluation; $T_{(min)}$ = is the shortest estimated period to provide the services -documented and expressed in working days- of all evaluated responsive bids .</p> <p>The winning bid will be the one to get the highest total score.</p>
<p>8 DREPTURI ALE OMV PETROM</p>	<p>OMV PETROM's RIGHTS</p>
<p>8.1 Dreptul OMV PETROM de a accepta orice oferta si de a respinge oricare sau toate ofertele, in conformitate cu dispozitiile legale</p>	<p>OMV Petrom's right to accept any Bid, and to reject any or all Bids, in compliance with legal provisions</p>
<p>Se consideră că prin depunerea de oferte, Ofertanții accepta în mod explicit limitarea răspunderii OMV Petrom, în cea mai largă măsură permisă de lege. In conditiile stabilite prin legislatia in vigoare, OMV Petrom isi rezerva dreptul:</p> <ul style="list-style-type: none"> • de a accepta sau respinge orice oferta, • de a anula procedura de semnare a contractului • de a respinge toate ofertele <p>oricand inainte de notificarea rezultatului procedurii, fara ca prin aceasta sa atraga asupra sa vreo obligatie fata de Ofertantul sau Ofertantii afectati (cu exceptia returnarii garantiei pentru participare la licitatie). In cazul anularii procedurii, OMV Petrom isi rezerva dreptul de a initia o noua procedura de licitatie.</p> <p>OMV Petrom isi rezerva dreptul de a semna contractul cu Ofertantul castigator, in limitele de buget prestabilite. În cazul anulării procedurii de atribuire, Ofertanții vor fi anunțați de către OMV Petrom cu privire la decizia de anulare a procedurii în cel mult 3 zile lucrătoare de la data anulării și garanțiile de participare la licitație vor fi</p>	<p>By submitting bids, Bidders are presumed to expressly accept to limit OMV Petrom's liability to the greatest extent permitted by the law. According to the legislation in force, OMV Petrom reserves the right:</p> <ul style="list-style-type: none"> • to accept or reject any Bid, • to cancel the procedure for signing of the contract • to reject all the submitted bids <p>at any time prior to the procedure result notice, without creating by this action any obligation towards affected Bidder or Bidders (except returning the Bid security)</p> <p>In the event of Bidding procedure cancellation, OMV Petrom reserves the right to initiate a bidding procedure. OMV Petrom reserves the right to sign the contract with the successful Bidder within the limits of the available budget. In the event of bidding procedure cancellation, Bidders will be notified by OMV Petrom regarding the decision to cancel</p>

returnate imediat Ofertanților.	the procedure in no more than 3 working days from the date of cancellation and all bid securities will be promptly returned to the Bidders.
8.2 Dreptul OMV Petrom referitor la obiectul contractului	OMV Petrom's right in respect of the scope of the contract
OMV Petrom își rezervă dreptul de a achiziționa servicii noi, similare cu serviciile prevăzute în contractul ce face parte din această Documentație de atribuire (repetarea unor servicii descrise în acest caiet de sarcini), de la operatorul economic care va deveni Contractor, ca urmare a acestei proceduri de achiziții. cu respectarea prevederilor stabilite la art 252 din OUG 34/2006 cu modificările și completările ulterioare.	OMV Petrom reserves the right to procure new services, similar to the services described in the contract, and being part of the Bidding Documents (repetition of services described in these specifications) from the economic operator which will become a Contractor, as a result of this procurement procedure, by conformation with the provisions of the article 252 of the GEO 34/2006 with further amendments and supplements.
8.3 Practici de afaceri	Business Practices
<p>OMV Petrom dorește să își facă clare intențiile sale și anume că relațiile de afaceri sunt caracterizate de onestitate și lipsa înșelăciunilor și a intenției de fraudă și consideră orice comportament lipsit de etică drept inacceptabil.</p> <p>Ofertanții trebuie să ia toate măsurile necesare pentru a nu aduce atingere procedurii de atribuire și pentru a o menține liberă de orice formă de practici ilegale sau corupte.</p> <p>Dacă Ofertanților le sunt oferite sau intră în posesia unor informații ce sugerează că procedura de atribuire ar putea fi coruptă, nu vor face uz de astfel de informații și vor informa imediat Departamentul de achiziții din OMV Petrom: Dna Irinel Tilea.</p> <p>În cazul unor astfel de circumstanțe, OMV Petrom va trata aceste informații cu confidențialitate, dar își rezervă dreptul de a folosi aceste informații pentru a reduce pericolul traficului de informații.</p> <p>Codul de conduita al OMV-Petrom este parte inseparabilă a prezentei Documentații de Atribuire.</p>	<p>OMV Petrom wishes to make clear its intentions for its business dealings to be characterized by honesty and freedom from deception and fraud and finds unacceptable any unethical behavior.</p> <p>Bidders shall take all necessary steps to ensure the bidding process remains intact and free from any form of illegal or corrupt practice.</p> <p>If Bidders are offered or come across information suggesting the procurement process may be corrupted, they shall not make use of any such information and immediately notify the OMV Petrom Procurement Department, in attention of Mrs. Irinel Tilea.</p> <p>In the event of such circumstances, OMV Petrom shall treat the information with utmost confidentiality, but reserves however the right to use that information to mitigate threats of illegal information brokering.</p> <p>The OMV-Petrom Code of Conduct is part of this Bidding Documents.</p>
8.4 Notificarea privind rezultatul procedurii	Communication of the Procedure result
<p>Înainte de expirarea perioadei de valabilitate a ofertei și imediat după finalizarea evaluării, OMV Petrom va notifica Ofertantul câștigător, în scris, ca oferta sa este câștigătoare. În același timp, OMV Petrom va notifica toți ceilalți ofertanți cu privire la rezultatele licitației.</p> <p>Până la pregătirea și semnarea contractului, notificarea privind atribuirea contractului, împreună cu scrisoarea de prezentare a ofertei și garanția pentru participarea la licitație, constituie un document cu caracter obligatoriu pentru Ofertant.</p> <p>Notificarea Ofertantului câștigător poate fi însoțită de o invitație la clarificarea anumitor aspecte contractuale. Această clarificare se va limita la rezolvarea aspectelor care nu au avut legătura directă cu stabilirea ofertei câștigătoare.</p> <p>Rezultatul unor astfel de clarificări va fi stabilit într-un memorandum de clarificări, care urmează să fie semnat</p>	<p>Prior to the expiration of the period of Bid validity and immediately after finalization of evaluation, OMV Petrom shall notify the successful Bidder, in writing, that its Bid is awarded. At the same time, OMV Petrom shall also notify all other Bidders of the results of the Bidding.</p> <p>Until a formal contract is prepared and signed, the notification about contract awarding, together with submitted Bidding Letter and associated bid security, shall constitute a binding document for the Bidder.</p> <p>The notification of the successful Bidder may have in addition an invitation to clarify certain contractual issues raised therein. This clarification shall be limited to solving aspects which had no direct bearing on the choice of the successful Bid.</p> <p>The outcome of such clarifications will be set out in a memorandum of clarifications, to be signed by both parties and incorporated into the contract as specific contractual</p>

<p>de ambele parti si incorporat in contract ca prevederi specifice ale contractului. In funcție de nevoile OMV Petrom și în legătură cu conținutul Propunerilor Tehnice și Financiare prezentate de către Ofertantul câștigător, OMV Petrom și Ofertantul câștigător pot decide asupra unor prevederi suplimentare clarificatoare numai în scopul de a reflecta condițiile actuale și execuția contractului.</p>	<p>provisions. Subject to OMV Petrom’s needs and in connection with the content of the Technical and Financial Proposal presented by the winning Bidder, OMV Petrom and the Winning Bidder may decide on clarifying additional provisions in the contract only with the aim of reflecting the actual conditions of contract performance.</p>
<p>8.5 Semnarea contractului</p>	<p>Signing of the contract</p>
<p>Doar contractul semnat va constitui un angajament oficial din partea OMV Petrom, și activitățile contractuale nu pot începe până când nu a fost semnat contractul de către OMV Petrom și Ofertantul câștigător. Prevederile art 204 alineatul 1¹ din OUG 34/2006 aprobată cu modificările și completările ulterioare sunt aplicabile în totalitate în cadrul acestei proceduri.</p>	<p>Only the signed contract will constitute an official commitment on the part of OMV Petrom, and activities may not begin until the contract has been signed by OMV Petrom and the successful Bidder. The provisions of the art 204, para 1¹ from the GEO 34/2006 - approved with further amendments and supplements - are entirely applicable to this procedure.</p>
<p>9 CAI DE ATAC</p>	<p>APPEALS</p>
<p>Ofertantii care consideră că au fost prejudiciați printr-o eroare sau iregularitate în timpul procedurii pentru semnarea acordului cadru printr-un act al OMV Petrom, cu încălcarea dispozițiilor legale în materie de achizițiilor publice, au dreptul de a contesta actul respectiv fie: pe cale administrativ-jurisdicțională, la Consiliul National de Solutionare a Contestatiilor (CNCS), adresa: str. Stavropoleos, nr. 6, sector 3, 030084 – Bucuresti, Romania Tel: 021/3104641, Fax: 021/3104642, www.cnsc.ro; Decizia CNCS poate fi atacata la Curtea de Apel Bucuresti, Sectia Contencios Administrativ si Fiscal; sau in justitie in conditiile Legii contenciosului administrativ nr. 554/2004 cu modificarile ulterioare – actul considerat vatamator putand fi atacat printr-o plangere prealabila adresata OMV PETROM, in termen de 30 zile de la data comunicarii actului vatamator; raspunsul OMV PETROM poate fi atacat in termen de 6 luni de la primirea acestuia, dar nu mai tarziu de 1 an de la emiterea actului vatamator, pe cale judecatoreasca potrivit Legii nr 554/2004. Despăgubirile reprezentand prejudiciul cauzat se pot solicita numai in conformitate cu prevederile art 287 din OUG nr. 34/2006</p>	<p>Bidders believing they have been harmed by an error or irregularity during the process for awarding the contract of the meant by an act of OMV Petrom, violating the laws on public procurement, are entitled to dispute it by:</p> <p>administrative and judicial means to the National Council for Solving Complaints (NCSC), address: 6 Stavropoleos street, district 3, 030084 – Bucharest, Romania Tel: 021/3104641, Fax: 021/3104642, www.cnsc.ro; NCSC Decision can be challenged in Bucharest Court of Appeal, Administrative and Fiscal Court; or in front of the court – following the Law no. 554/2004 with further amendments – the act considered harmful can be disputed through a prior complaint addressed to OMV PETROM, 30 days from the notice of the harmful act; the OMV PETROM response can be disputed by judicial means according to the Law no. 554/2004 within 6 months from its receipt after the respective act, but no later than 1 year.</p> <p>Compensations related to the created lesion can be requested only according to art 287 from OUG 34/2006.</p>

CODUL DE CONDUITĂ	CODE OF CONDUCT
A. In special, Prestatorul va fi obligat:	A. Especially, the Provider will be compelled:
a) să evite și să nu accepte munca efectuată de copii sau munca silită (vezi definiția F.) în fabricarea produselor sale și în livrarea serviciilor sale;	a) to avoid and not accept the work performed by children or forced labor (see definition F.) in the production of its products and the delivery of its services;
b) să respecte drepturile omului în domeniul activităților sale;	b) to observe the human rights in the field of its activities;
c) să refuze să ofere, să plătească sau să accepte mite;	c) to refuse to offer, pay or accept bribery;
d) să plătească remunerații în mod exclusiv pentru servicii legitime;	d) to pay remunerations exclusively for legitimate services;
e) să permită cadouri, ospitalitate și plăți similare doar în limitele practicii de afacerii general acceptate;	e) to allow gifts, hospitality and similar payments only within the limits of the business practices generally accepted;
f) În mod demonstrabil să raporteze comisioanele și plățile către părți terțe pentru cheltuieli legitime de afaceri, legate de serviciile prestate și să răspundă pentru acestea în mod deschis;	f) To report the commissions and payments to third parties for legitimate expenses of business, related to the services performs and to answer for them openly;
g) să își oblige furnizorii/contractanții să procedeze în același fel.	g) to compel its suppliers/contractors to proceed in the same manner.
B. În cazul neîndeplinirii obligațiilor menționate mai înainte, Achizitorul va fi îndreptățită la rezilierea contractului, cu efect imediat. În plus, Prestatorul va fi obligat la plata pe încălcare a unei penalități contractuale de 5% din prețul contractului, dar la minimum 20000€ care vor fi folosiți de Companie în scopuri umanitare înafara întreprinderii Achizitorului. Prin plata penalității contractuale, Achizitorul nu va fi împiedicată să pretindă daune care depășesc penalitatea contractuală.	B. In case of non-fulfillment of the obligations mentioned before, the Purchaser will be entitled to terminate the contract, with immediate effect. Besides, the Provider will be compelled to pay for the infringement a contractual penalty of 5% of the contract price, but minimum €20,000 that will be used by the Company for humanitarian purposes outside the company of the Purchaser. Through the payment of contractual penalties, the Purchaser will not be prevented from claiming damage that exceed the contractual penalty.
C. Achizitorul este oricând îndreptățită să verifice respectarea acestor obligații. Prestatorul va fi îndreptățit să desemneze cu efect obligatoriu experți ai unor organizații recunoscute pe plan internațional, axate pe drepturile omului și munca efectuată de copii (de ex. Amnesty International, UNICEF) pentru executarea verificării. Aceasta include accesul la toate informațiile relevante, precum și la toate persoanele, locațiile sau documentația vizată. Auditorii vor fi obligați la confidențialitate. Dacă Prestatorul refuză sau împiedică aceste verificări, Achizitorul va fi îndreptățită să rezilieze contractul, cu efect imediat.	C. The Purchaser is at any time entitled to verify the observance of these obligations. The Provider will be entitled to designate with mandatory effect experts of internationally recognized organizations, focused on human rights and labor performed by children (e.g. Amnesty International, UNICEF) for the execution of the verification. This includes access to all the relevant information, as well as all the persons, locations or documentation approved. The Auditors will be compelled to confidentiality. If the Provider refuses or prevents such verifications, the Purchaser will be entitled to terminate this contract with immediate effect.
D. Achizitorul va fi îndreptățită doar să rezilieze contractul conform B. sau C. sau să impună o penalitate după ce Prestatorul nu a dat curs unei invitații scrise de a discuta rezultatele evaluării într-o perioadă de timp rezonabilă (cel mult o lună de la invitație) sau dacă aceste discuții nu au ajuns la măsuri și date adecvate pentru îmbunătățire. De asemenea, Achizitorul va fi îndreptățită doar să anuleze contractul sau să impună o penalitate dacă măsurile convenite nu au fost executate la timp sau nu au fost executate deloc.	D. The Purchaser will be entitled only to terminate the contract according to B. Or C. Or to impose a penalty after the Provider didn't reply to a written invitation to discuss the results of the evaluation in a reasonable period of time (one month from the invitation) or if these discussions did not reach measures and adequate data for improvement. Also, the Purchaser will only be entitled to cancel the contract or to impose a penalty if the measures agreed were not executed on time or were not at all executed.

<p>E. Dacă Prestatorul refuză discuțiile sau convenirea măsurilor conform D., Achizitorul va fi îndreptățit să execute consecințele contractuale conform B. și C. în mod direct. În cazul în care Achizitorul își exercită dreptul de a rezilia contractul, Achizitorul va achita doar compensația adecvată pentru furnizările de servicii utile la libertatea acesteia.</p>	<p>E. If the Provider refuses the discussions or the agreement on measures according to D, the Purchaser will be entitled to execute the consequences according to B and C directly. In case the Purchaser exercises the right to terminate this contract, the Purchaser will pay only the adequate compensation for the useful service performance at its free will.</p>
<p>Textul complet al codului de conduită este disponibil prin www.omv.com - Despre OMV – Informații despre corporație – Răspunderea socială a corporației - Descărcare – Cod de conduită.</p>	<p>The complete text of the conduct code is available on www.omv.com – About OMV – information on the corporation – Social liability of the corporation – Download – Conduct code.</p>
<p>F. Definiții</p>	<p>F. Definitions</p>
<p>Munca efectuată de copii este orice muncă prestată de persoane sub vârsta de 12 ani</p>	<p>The labor performed by children is any work performed by persons under the age of 12</p>
<p>-de persoane între 12-15 ani care nu constituie muncă ușoară.</p>	<p>- by persons between 12- 15 that is not easy work.</p>
<p>Munca ușoară este:</p>	<p>Easy work is:</p>
<p>-munca ce nu este dăunătoare sănătății sau dezvoltării și nu prejudiciază frecvența școlii sau a altor instituții educaționale</p>	<p>- the work that is not harmful for the health or development and does not prejudice school attendance or other educational institutions</p>
<p>-munca efectuată în școli în scopuri educative, precum și munca persoanelor de cel puțin 14 ani în programe de ucenicie nu este interzisă</p> <p>-munca, școala și transportul nu trebuie să depășească 10 ore pe zi, în total.</p>	<p>- the work performed in school for educational purposes, as well as the work of persons of at least 14 of age in apprenticeship programs is not forbidden</p> <p>- work, school and transport must not exceed 10 hours per day, in total</p>
<p>-Interzisă este munca periculoasă efectuată de persoane sub vârsta de 18 ani.</p> <p>Munca periculoasă este munca ce, prin natura ei sau circumstanțele în care este prestată, este posibil să afecteze sănătatea, siguranța sau starea de spirit a copiilor. Tipurile de muncă periculoasă sunt determinate de legea națională, luând în considerare următorii factori:</p>	<p>- It is forbidden the dangerous work performed by persons under age.</p> <p>The dangerous work is the one that, by its nature or circumstances, is likely to affect the health, safety or mood of the children. The types of dangerous work are established by the national law, taking into consideration the following factors:</p>
<p>-expunerea la abuzuri fizice, psihologice sau sexuale</p>	<p>- exposure to physical, psychological or sexual abuse</p>
<p>-împrejurări fizice: munca subterană, sub apă, la înălțimi periculoase, în spații închise, mediu nesănătos: de ex. substanțe, reactanți sau procese, temperaturi periculoase,</p>	<p>- physical circumstances: underground work, under water, at dangerous heights, in closed spaces, unhealthy environment: e.g. substances, reagents or processes, dangerous temperatures.</p>
<p>-nivele de zgomot, vibrații dăunătoare sănătății</p>	<p>- levels of noise, vibrations harmful to health</p>
<p>-în special condiții dificile: multe ore, pe timp de noapte, manevrarea manuală și transportarea de sarcini grele, limitarea nerezonabilă în incinta angajatorului, utilizarea de instrumente periculoase: mașinărie, echipamente, scule</p>	<p>- especially difficult conditions: many hours, at night time, manual handling and transport of heavy weights, unreasonable limitation at the employer's precincts, use of dangerous instruments, machines, equipment, tools</p>
<p>De asemenea sunt interzise: munca silită sau obligatorie, inclusiv recrutarea forțată pentru utilizarea într-un</p>	<p>It is also forbidden: forced or mandatory labor, including the forced drafting for the use in a</p>
<p>-conflict armat; toate formele de sclavie sau practici similare sclaviei, cum ar fi vânzarea și traficul copiilor; utilizarea pentru prostituție sau pentru producția</p>	<p>- armed conflict; all forms of slavery or similar practices, such as sale or traffic of children, use for prostitution or for pornographic production or performance.</p>

pornografică sau prestații pornografice.	
-utilizarea în activități ilicite, de ex. traficul de droguri.	- use in illicit activities, e.g. drug traffic.
Munca forțată sau obligatorie este:	Forced or mandatory labor is:
-orice muncă sau serviciu obținut de la orice persoană sub amenințarea pedepsei și pentru care numita persoană nu s-a oferit voluntar. In scopurile acestui cod de conduită, acest termen include sclavia și practicile similare sclaviei, cum ar fi obligația prin datorie și servilitatea.	- any work or service received from any person under the threat of punishment and for which the person did not volunteer. For the purpose of this conduct code, this term also includes slavery and practices similar to slavery, such as the obligation through duty and servility.

SECTIUNEA B
SECTION B

CAIET DE SARCINI
SCOPE OF WORK

1 GENERAL

The scope of work for seismic data acquisition consists of the following:

1. Conducting agreed and adequate in-field testing for optimal selection of acquisition parameters.
2. Record high quality and high fidelity 3D seismic data in the specified area.
3. Ensuring that the operations, as well as the recorded data meet OMV Petrom technical and HSEQ specifications and standards.
4. Providing all indicated deliverables to OMV Petrom. based on a timely-organized planning according to the point 1.6 herein below.

The guiding principle of acceptance for the Contractor's services will be the successful acquisition and delivery to OMV Petrom of high quality 3D seismic and all ancillary data, suitable for further processing and interpretation of the targets defined herein. The data must be free of any errors that would hamper attainment of OMV Petrom's geophysical objectives of the survey. Such data must be acquired in accordance with the modern and current practices and standards of the International Geophysical Industry.

Failure by the Contractor to adhere to this principle will be considered by OMV Petrom as a de-facto failure to meet the contractual requirements and related specifications.

Therefore, the selected Contractor shall provide acquisitioned data, free of any errors.

All the activities will be performed according to national standards recognized and approved as they are published by ASRO <http://www.asro.ro>

If during the contract there shall appear new regulations, modifications, amendments to the existent legal regulations or if new standards shall enter into force, which shall allow less stringent technical criteria and/or terms and conditions less strict for the contract, the Contractor will remain at the initial requests except the case when the OMV Petrom approves in writing the appliance of some standards or regulations inferior to those initially approved.

Anytime during the contract references shall be made to standards or codes for activities (including equipments and working methods) performed or tested, the dispositions of the last edition or revision of the relevant standards or codes in force shall apply except the situations when otherwise mentioned.

The bidder shall respect the environment legislation provisions applicable during the services performance (including, during the transportation, loading, unloading, moving of the equipments, manipulation and transportation on the public roads, including in what concerns the escorted vehicles, their warning signs and lights assurance, or of any other security measure, where the case is). The awarded Contractor will respect all the regulations and national and international codes referring to the waste deposing, manipulation and transport.

The awarded Contractor will be hold responsible for the activities concerning the cleaning of the sites after completion of the services. Moreover, the contractor will be hold responsible for the temporary constructions necessary in order to fulfill the main activities (and their removal) located on public or private property like buildings,

structures and existing roads. Any damage resulted from the Contractor's activity will be repaired at his own expense with no costs reimbursement from OMV Petrom apart.

The awarded Contractor will be responsible for the activities undertaken through his subcontractors as if these activities were performed by himself. No equipment that shall be used, totally or partially, for the performance of the services presented in these specifications shall be acquired on behalf of OMV-Petrom as part of the services contract.

The contract shall respect all the legal dispositions applicable at national level, but also the regulatory actions at the European Union level (if the case is).

During the activities performance mentioned in the contract, awarded Contractor will be responsible for all the authorizations, licenses and permits and to fulfill all the conditions required by the law in force in order to perform the services, according to his method for the fulfillment of contractual obligations.

In case of new applicable legal dispositions will come in force during the contract execution, the Contractor must comply with the mandatory legal dispositions applicable at the moment of the performance.

2 AREA AND THE PROGRAM

OMV Petrom plans to acquire the Botesti 3D onshore seismic project during 2011 entailing approximately 215 km² of full fold data.

The Contractor is expected to perform the services in a period of maximum 3 months starting with the date of contract signature.

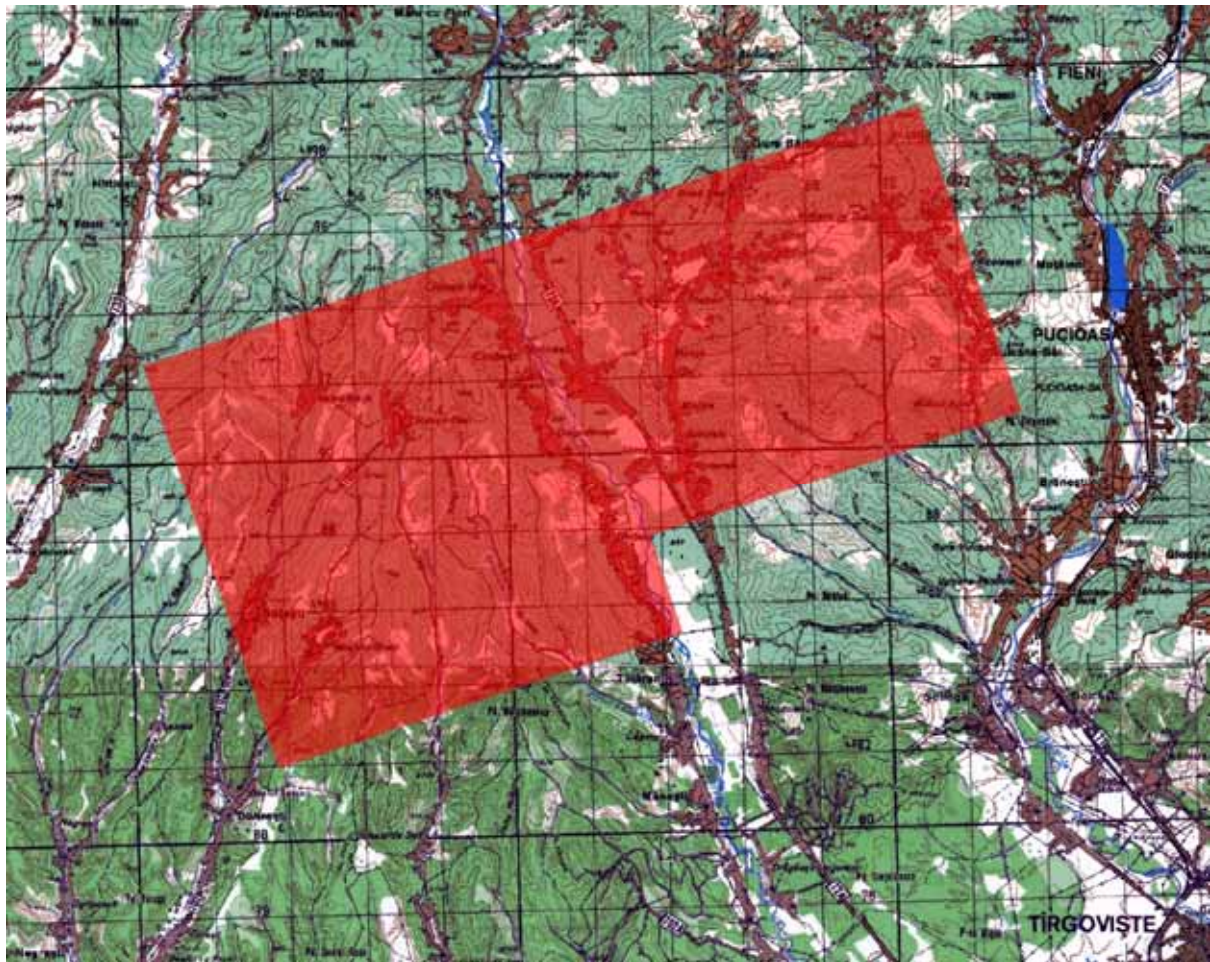
The program is located at the foothills of the Southern Carpathian Mountains, characterized by smoothly undulating topography, elevations changes between 250-700m above sea level (a.s.l.), with forests, rivers and streams crossing the area. The area is relatively highly populated with many villages, farming plots and construction sites. Additional problems for the proposed seismic program are posed by dense oil/gas production infrastructure, sites strewn with well heads, pipelines and other places of limited access or totally barred from exclusive zones (e.g. area where the services cannot be rendered due to the legal restrictions like the case of Natural Reservations). The entire area over the survey block must be fully scouted in order to adequately plan the acquisition phase.

3 LOCATION OF THE SEISMIC PROGRAM

The full-fold extent is defined by the following coordinates (Stereo 70 (Romania)):

Botesti 3D	
Easting	Northing
507988.9	396866.8
528463.6	403757.5
531190.8	395650.9
521379.9	392349.5
522241.9	389790.6
511576.7	386202.0

OMV Petrom reserves the right to change the above coordinates at any time during the validity of this specification.



Botesti 3D Fullfold extents

4 GEODETIC PARAMETERS

Projection	Stereographic 1970
Projection type	Double Stereographic
False Easting	500000.0000
False Northing	500000.0000
Longitude of origin	25.000000 E
Scale factor	0.99975
Latitude of origin	46.000000 N
Linear unit	meter
Datum	Dealul Piscului 1970
Spheroid	Krassowski 1940
Prime Meridian	Greenwich
Unit	Degree
Transformation parameters	Dealul Piscului 1970 to WGS84
Definition	ANCPI
Method	Coordinate frame
Dx	2.3287
Dy	-147.0425
Dz	-92.0802

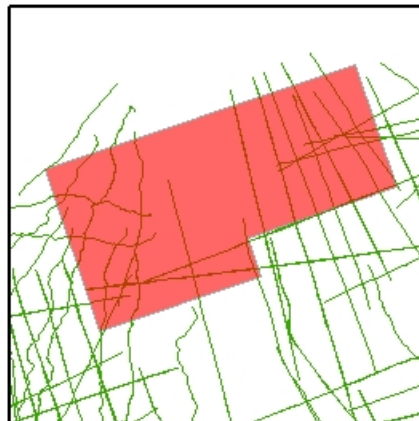
5 OBJECTIVES

Fields in the area of interest consists of clastic reservoirs with gas at Meotian, Helvetian, Lower Oligocene and Eocene.

The available 2D seismic data is very sparse, which hinders detailed structural and facies mapping.

The main objectives of the Botesti 3D project are:

- Identify structures and facies distribution at the Meotian-Pontian level. These horizons range from 500 - 1000 m TVDSS.
- Provide an image for structural interpretation of the Helvetian, which is at depths from 700 - 1800 m TVDSS.
- Provide data for structural mapping of the deep Lower Oligocene/Eocene, which is at 800 - 4000 m TVDSS.



Vintage 2D seismic data available within the Botesti Program Block

6 PROPOSED SERVICES COMMENCEMENT

Subject to the procedure successfully finalization, the Contracting Authority intends to award, sign the contract and start services rendering in June 2011.

Bidders shall include in their Tender a detailed schedule (illustrated with Gantt charts) showing their proposed timetable for all major activities performed during the survey and proposed completion deadlines.

7. TECHNICAL SPECIFICATIONS

Bidder is invited to tender for the required services using the acquisition parameters below.

The Technical Proposal must include

- Operational details for each of the proposed acquisition parameters, including: total number of SP, SP/FF per km, number of active channels, receivers and source stations interval (RI, SI), total number of receivers to be mobilized, expected daily production rate.
- Complete list of the equipment to be used (*a table* containing the following information: equipment's model, manufacturer, quantity and age)
- Complete list of the vehicles to be used (*a table* containing the following information: vehicle's model, quantity and age)
- List of personnel on the crew: position, quantity, qualifications. In particular, the CV's for the key personnel should be provided, indicating the experience in the field of assignment.
- Schedules for equipment maintenance and testing.
- It's Health, Safety and Environmental policy schedules and procedures (including fatalities report) and Data Quality Assurance / Quality Control plans for the last 3 years 2008, 2009, 2010.

For the purpose of the evaluation process within this procedure compliance of technical proposals with respect to service capability must be interpreted as follows:

1. Contracting Authority is interested in a high level of quality of performed services and high confidentiality of the data(s) provided and interpreted. Therefore, Contracting Authority does not accept performing services with:

- recording instruments older than 10 years
- vibrator's age more than 15 years
- key personnel having less than 5 years of experience in the field of assignment

2. Contracting Authority is interested in a high level of compatibility between the technical proposals submitted by the Bidders. Therefore, is compulsory to use data mentioned for the "options" in the section "Scope of Works".

3. Contracting Authority is interested in a minimal risk level during the performance of the contract. Consequently, the Contracting Authority requires Bidders to state their responsibility to obtain:

- a. all the necessary permit(s), authorisation(s), license(s) in order to render the services;

- b. all the proofs attesting the 3rd parties' compensation claims for any possible damage/intervention of/on 3rd party's property affected by the services provided

It is understood that Bidder will provide a complete telemetric seismic recording system capable of recording at least 10000 active channels including all necessary ground electronics, spread testing equipment and ancillary tools.

The Bidder must ensure that all operations related to the program are conducted in accordance with the guide-lines of the IAGC Land Geophysical Operations Safety Manual and the E/P Forum Health and Safety Schedules for Land Geophysical operations and OMV PETROM S.A. QHSE policies and regulations.

All Romanian laws and regulations must be complied with and every effort should be made to prevent any environmental damages during execution of the 3D projects.

PROPOSED 3D ACQUISITION PARAMETERS

	OPTION 1	OPTION 2	Option 3
Acquisition Geometry			
Survey Type	Orthogonal	Orthogonal	Orthogonal
Layout	Split-spread	Split-spread	Split-spread
Receiver Point Interval	50m	50m	40m
Source Point Interval	50m	50m	40m
Receiver lines spacing	400m	450m	320m
Source lines spacing	400m	450m	320m
Source "salvo"	8	9	8
Total number of shots	16000	14500	23500
Active channels / receiver line	116	144	140
Receiver lines per Swath	14	12	16
Crossline Roll	1 Receiver line after each salvo	1 Receiver line after each salvo	1 Receiver lines after each salvo
No. of active channels	1624	1728	2240
Bin Size (Inline x Crossline)	25m x 25m	25m x 25m	20m x 20m
Nominal Fold	49	48	64
Inline direction (Receiver line azimuth)	341.4°	341.4°	341.4°
Source			
Vibroseis (70% fundamental ground force, minimum safe distance between pads)	1 / 2 vibs 2 / 4 / 8 sweeps x 12 / 16s per VP	1 / 2 vibs 2 / 4 / 8 sweeps x 12s / 16s per VP	1 / 2 vibs 2 / 4 / 8 sweeps x 12s / 16s per VP
Explosives	1 x 10m or 3 x 3m	1 x 10m or 3 x 3m	1 x 10m or 3 x 3m
AWD	4 / 8 / 16 drops	4 / 8 / 16 drops	4 / 8 / 16 drops
Recording Parameters			
Record length	7s	7s	7s
Sample rate	2ms	2ms	2ms
Recording Format	SEG D	SEG D	SEG D

Tape Format	SEG-DR1-8058, Demux. , 4 byte IEEE 3590 J Cartridges (x2)	SEG-DR1-8058, Demux. , 4 byte IEEE 3590 J Cartridges (x2)	SEG-DR1-8058, Demux. , 4 byte IEEE 3590 J Cartridges (x2)
Receivers			
Geophones	10Hz, 70% damping	10Hz, 70% damping	10Hz, 70% damping
Geophone Strings	12 (2x6 in parallel- serial)	12 (2x6 in parallel- serial)	12 (2x6 in parallel- serial)
Geophone Array	Circular (1m radius)	Circular (1m radius)	Circular (1m radius)

8. RECORDING SYSTEM & ACQUISITION AND TESTS

Data shall be recorded using a state-of-art the seismic data recording instrument complying with standard SEG data recording conventions:

Low-cut filter – OUT (3Hz)
High-cut filter – 0.75 Nyquist
Polarity – normal SEG

All geophone strings must be able to pass performance tests (SMT-200 or similar) and be in good electrical condition with leakage to ground >1 MΩ.

The full extent of the recording system's data Q.C. capabilities shall be used to monitor quality and performance of the acquisition operations.

Bidder must account in his Proposal all equipment and software necessary for the efficient daily preplanning of the survey progress at the crew level.

The Bidder must provide the following information:

- where the crew will be mobilized from
- time required for mobilization
- estimated starting and finishing date of operations
- definition of working time (shifts program and the daily schedule)

9. UPHOLE/LVL SURVEY

Bidder must provide a modern drilling rig capable of drilling to 50m. Water and all drilling consumables are the responsibility of Bidder.

All upholes / LVL setups must be logged with an engineering seismograph (e.g.: OYO, Geometrics etc.). Sensors for uphole acquisition should consist of either a downhole hydrophone array or clamped geophone system. All sensors should be able to pass the same tests as the recording sensors. Bidder will take full responsibility for implementation of the most suitable technology for the quality recording of uphole & LVL data.

Processing of the uphole data, including first break time picking and LVL model definition must be completed using suitable software. Bidder's proof of expertise for

in-field implementation of the first break and uphole times tomographic inversion for LVL modeling should be provided.

Bidder should specify what energy source will be used for the uphole survey.

The Working method, maintenance, testing and QC procedures should be particularly outlined, if non-standard.

A list of full time personnel number and positions for each section of operations is required, together with the proposed rest / leave rotation. Brief resumes of key personnel should also be submitted.

10. REPORTING AND QC WORKFLOW

The crew will provide diligently and on time all Daily, Weekly and Monthly reports which will detail the operational issues of the work, QA/QC workflow implemented and details on HSE events occurred.

11. IN-FIELD "QC" SEISMIC PROCESSING SEQUENCE

For the period of the field work, the Bidder must provide a complete hardware / software set-up for the in-field QC processing system. The system shall be operated by qualified processing personnel that are capable of performing all QC processing tasks.

The QC processing sequence should consist at a minimum of the following procedures:

- Fold QC / Skips / Offsets / Re-drills
- Preparation of script files
- Final fold check
- Geometry verification
- Final SPS
- Process & QC uphole /LVL data

- Input SEG-D
- SP analysis (noisy/dead traces, weak shots etc.)
- Geometry definition
- Edit (bad traces / files)
- Geometry check
- First break picking
- Deconvolution
- Field static corrections
- Velocity analysis
- RNA (Random Noise Attenuation)
- CDP stack

The QC department of the crew will be responsible for archiving data, on a daily basis, to a QC management system that will be hosted on one of the crew's PCs and made available to the OMV Petrom S.A. representatives.

The data to be archived will consist of the following

- Observers logs
- QC of daily test data
- Daily recorder files
- Progressive brute stacks
- Source & receiver LMO's
- Auxiliary channel timebreak
- Frequency & velocity analysis
- Vibrator / Blaster / Airgun QC tests
- Survey QC data
- PPV measurement listings
- Daily, weekly & monthly production reports
- Production progress map
- Permitting progress map
- Daily, weekly & monthly HSE reports
- HSE incident reports
- Action tracking register

12. FINAL DELIVERABLES

- Field tapes (original and copy in SEG D format)
- Observer's reports
- Raw & interpreted data for upholes/LVL's
- Final SEGP1 data
- Final SPS data including static corrections
- Copy of all daily, weekly & monthly instrument tests
- Copy of all geophone performance tests
- Tape listing
- Parameter listing
- Line acquisition/QC summary
- Filtered & un-filtered brute stacks with CMP coordinates in the header, SEGY
- Filtered & un-filtered brute stacks with side label showing processing flow, JPG
- Daily, weekly & monthly production and HSE reports
- Damage compensation breakdown/permitting documentation
- Final report

12. PRICING

The Bidder must prepare his proposal by quoting (exclusive the applicable VAT) in the forms specified in his Financial Proposal FIN-1 for the following items. The cost of the QC processing and all deliverables and data storage media should be included in the basic rates.

The quoted price components must include:

- all taxes
- salaries and wages, payroll, social insurance, food and lodging of personnel
- maintenance of equipment including spare parts
- water, fuel, lubricants and their transport
- recording consumables
- insurance policy cost
- base camps
- work permit for the personnel and any other necessary permitting costs
- permanent markers
- field and instrument supervision
- vehicle and work space for two OMV Petrom S.A. representatives in your base camp
- radio (RF) license
- clearing fees
- all additional personnel cost required for a safe, efficient operation (e.g. watchmen)
- shipment and storage of explosives
- total explosives cost (dynamite + connectors + detonators, assuming 3 kgs of dynamite/SP and 2 detonators per SP)

Reimbursement of damages caused to 3rd parties during and related to the services execution will be reimbursed based on the proofs provided.

HSE requirements for Seismic Activities (Green/Brown Field Projects)

Contract Conditions

1.1. The selected contractor has to provide an HSEQ Plan to the COMPANY (i.e. OMV Petrom EP/EPS) for review and approval before the commencement of the work/project. The HSEQ Plan is implemented during the assigned job/contract and is audited by the COMPANY at regular intervals.

The Contractor's HSEQ Plan includes:

- Contractor's HSEQ Policy;
- Contractor's HSEQ targets and objectives;
- Sub-contractor HSEQ evaluation procedure;
- HSEQ organization of work/project activities;
- HSEQ roles and responsibilities (i.e. job descriptions) of assigned members;
- Personnel competence (CVs of team leader/ project manager and HSEQ Manager/Supervisors) and certificate of competence (where applicable or as required by the COMPANY);
- Schedule of HSEQ meetings;
- Environmental management and monitoring program, management of emissions and discharges, waste segregation and disposal, hazardous waste handling and disposal;
- Schedule of HSEQ audits;
- List of HSEQ Toolbox topics;
- List of HSEQ applicable procedures;
- Details of vaccine program, medical aid facilities, ambulance and doctor/medic (whatever is applicable);
- Emergency response;
- Fire prevention and fire protection;
- Medical evacuation (if not being provided by the COMPANY);
- Security arrangements (if not being provided by the COMPANY);
- CSR – community relation program;
- Road Travel Safety - Journey management;
- Details of the latest technical integrity inspections carried out by independent third party on rigs, vessels, boats, machinery, equipment and structures (reports has to be attached where applicable or required by the COMPANY).

1.2 The CONTRACTOR has to, when providing on-location services or to COMPANY other contractors' offices or facilities, comply fully with the COMPANY HSEQ policy, all applicable national legislations and local regulations regarding Health, Safety, Environment, Security and CSR-Community Relations.

1.3 The CONTRACTOR has to ensure overall compliance with the COMPANY HSEQ Management System.

The CONTRACTOR has to comply with the following:

- Incidents reporting and investigation;
- Emergency Response Plan;
- Personnel Protective Equipment (PPE);
- Environmental laws and regulations (i.e. Legal Compliance);
- Environmental Monitoring and Management Plan;
- COMPANY Transportation Standard;
- Permit To Work System (where applicable);
- HSEQ Bridging Document (where applicable).

- 1.4 The CONTRACTOR ensures implementation of mitigation measures as laid down in the Environmental Monitoring and Management Plan of the Environmental Impact Assessment (EIA) submitted by the COMPANY to the Regulator and complies with the requirements specified in any Permit issued by the Regulator while carrying out the proposed activities of the contract.

Copy of the Company EIA (where applicable), Company Environmental standard, Guidelines for Drilling & Seismic Operations (where applicable) are provided with the bids documents).

- 1.5 Every incident and/or injury which has involved personnel and/or asset/ machinery/ equipment and/or environment at the COMPANY assigned work site for the work or that of any contractor/subcontractor is reported immediately to the COMPANY in conformity with Company reporting standard, HSEQ-RO-09-01, valid version.

- 1.6 The CONTRACTOR submits a weekly report to the COMPANY, specifying the following information (definitions in conformity with Company standard ST HSE 001-Terms and definitions, valid version):

- **Number of hours** worked by contractor's employees during the week, at the workplace or for activity as specified by contract.
- **Number of Contractor's employees** during a week, at the workplace or for activity as specified by contract.
- **Occupational Health, Safety, Environmental, Security Incidents, Hazards (unsafe acts/ unsafe conditions) and Near misses** shall be reported to the COMPANY on the agreed format, in conformity with Company reporting standard, HSEQ-RO-09-01, valid version.
- **Lost Workday Injury (LWDI), Lost Time Injury (LTI).**
- **Lost workdays.**
- Number of toolbox talks conducted with topics.
- Number of HSEQ audits with status report on close-out of actions generated from audit reports.
- Number of HSEQ trainings with topics.
- Number of HSEQ authority's inspections along with status report on close-out of actions generated from inspection.

- 1.7 The CONTRACTOR is responsible, through their site organization, for applying the HSEQ, Security and CSR measures (this includes risk assessment, Job Safety Analysis/Job Hazard Analysis, environmental monitoring and management, compliance to Permit to Work-PTW) required to carry out the work assigned to him by the COMPANY so as to prevent accidents/incidents or events which could jeopardize the Health and Safety of all personnel present and of the environment and assets/installation.

- 1.8 The CONTRACTOR is also responsible for the selection of competent personnel to be assigned for the works. The COMPANY has the right to interview for ensuring competency and accept or reject the key personnel (which includes HSEQ personnel) assigned to the job prior to CONTRACTOR mobilization.
- 1.9 The CONTRACTOR possesses all equipment - fit for purpose and in good working condition – required to carry out the work (and also appropriate for the given work environment) as well as all the clothing, safety devices, PPE and special job specific PPE/protection devices required.
- 1.10 The CONTRACTOR has to plan all actions, controls and inspections aimed to ensuring that HSEQ requirements are observed, applying the measures defined in his own HSEQ Manual or bridging document and agreed /approved by the COMPANY.
- 1.11 The CONTRACTOR is audited by the COMPANY for compliance at a regular frequency (will be specified in contract).
- 1.12 The CONTRACTOR senior staff undertakes internal audits at a regular frequency as mentioned in the HSEQ Plan submitted by CONTRACTOR to the COMPANY.
- 1.13 The CONTRACTOR has to state in the Plan, how it intends to organize responsibilities and duties of the contract, in relation to environmental issues and shall define controls to be established.
- 1.14 The CONTRACTOR has to indicate the HSEQ related trainings and experience of the personnel he has assigned to supervise and execute contract activities (professional skills, attendance on specialist courses etc).
- 1.15 The CONTRACTOR has to have in place medically screened personnel before undertaking work at the COMPANY site, to ensure that they are medically fit. Medical fitness certificate has to be presented to COMPANY on demand. Have in place adequate medical coverage at all times through an appropriate clinic/ medic, also an ambulance at the site (as per advised by the COMPANY).
- 1.16 The CONTRACTOR has also to describe the Health, Safety & Environment - related competencies of any subcontractors, if required.
- 1.17 The CONTRACTOR provides the following specific information to the COMPANY (wherever applicable):
- Energy consumption (electricity, fossil fuels, other energy sources), type of use (e.g. diesel, gas engines), consumption unit values & exhaust emission laboratory reports of equipment/machineries at site.
 - Water consumption, aim and provenience (public, surface, underground source etc).
 - Greenhouse Gases (CO₂, CH₄ & N₂O).
 - Atmospheric pollutants (SO₂ and NO_x).
 - Wastewater quantities, types and management (function of requirements, may be necessary to deliver laboratory analysis for specific indicators).
 - Quantities of generated wastes, types (hazardous & non-hazardous) and management.
 - Quantities of generated waste oil, types and management.
- 1.18 CONTRACTOR has to address any sort of non-compliance related to Health, Safety, Environment, Security and CSR-Community Relations immediately or as specified by the COMPANY depending on the nature of non compliance. Once the target time lapse, the COMPANY has to rectify the deficiency by other means & the expenses including a surcharge of 25 % will be borne by the CONTRACTOR.

- 1.19 CONTRACTOR vehicles have to be equipped with safety belts and have to be in good mechanical condition and meet COMPANY minimum requirements.
- 1.20 The CONTRACTOR ensures that all seismic, drilling and construction machinery and equipment, tools and tackles, vessels scaffoldings, on-shore/off-shore rigs, sea vessels, boats etc allocated to the project are in safe and electrically/mechanical sound condition or third party certified where applicable or required by the Company. The cranes and other lifting equipment have to be certified for its mechanical/technical integrity and fitness by the competent third party acceptable to the COMPANY. The COMPANY has to inspect all CONTRACTOR or hired machinery and equipment, tools and tackles, scaffoldings, etc for its condition and its suitability at the time of arrival at site or prior to arrival.
- 1.21 The CONTRACTOR has to maintain an **“HSEQ Activity Register”** at work place/job site to include the following (with CONTRACTOR site representative as the custodian):
- i. HSEQ meetings records;
 - ii. Incidents reports;
 - iii. Safety talk/tool box talk records;
 - iv. HSEQ audits records;
 - v. HSEQ training/awareness sessions records;
 - vi. Records of Job Safety Analysis and Risk Assessment carried out;
 - vii. HSEQ Authorities inspection records;
 - viii. Emergency drills records;
 - ix. Waste management records (hazardous and non-hazardous);
 - x. List of hazardous chemicals and their Material Safety Data Sheet (MSDS);
 - xi. Environmental History File (related to contract activities).

SECTIUNEA C
SECTION C

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Contract provisions

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CONTRACT No _____

between

OMV PETROM SA

and

TABLE OF CONTENTS

<i>Article 1 - Definitions</i>	3
<i>Article 2 - Scope of the Agreement and Survey Start and Termination</i>	5
<i>Article 3 - The Work</i>	6
<i>Article 4 - The Equipment</i>	8
<i>Article 5 - The Personnel</i>	9
<i>Article 6 - Entry Permits and Trespass Claims</i>	10
<i>Article 7 - Independence of Contractor and Delegation of Authority</i>	10
<i>Article 8 - Suspension of Work/Standby</i>	10
<i>Article 9 - Local Law, Rules and Regulations, Health Safety Environment</i>	12
<i>Article 10 - Company's Obligations</i>	12
<i>Article 11 - Default of Contractor</i>	13
<i>Article 12 - Fees and Payment Conditions</i>	13
<i>Article 13 - Performance Guarantee</i>	14
<i>Article 14 - Taxes, Social Security Contributions and Import / Export Duties</i>	15
<i>Article 15 - Audit</i>	18
<i>Article 16 - Confidentiality</i>	18
<i>Article 17 - Patent Infringement</i>	18
<i>Article 18 - Indemnities</i>	19
<i>Article 19 - Insurance</i>	20
<i>Article 20 - Force Majeure</i>	22
<i>Article 21 - Down Time</i>	23
<i>Article 22 - Subcontract and Delegation of Work</i>	23
<i>Article 23 - Assignment</i>	23
<i>Article 24 - Term of the Agreement</i>	23
<i>Article 25 - Applicable Laws and Jurisdiction</i>	24
<i>Article 26 - Entirety of Agreement</i>	24
<i>Article 27 - Notices</i>	24
<i>Article 28 - Waiver</i>	24
<i>Article 29 - Code of Conduct</i>	25

- Annex A – Specific Terms and Conditions
- Annex B – Scope of work
- Annex C – Technical Proposal
- Annex D – Quality Control Standards
- Annex E – Financial Proposal
- Annex F – Health Security Environment
- Annex G – Bank Letter of Guarantee
- Annex H - Purchase Order

THIS AGREEMENT FOR LAND SEISMIC SERVICES is made between:

O.M.V. PETROM S.A, address/head office in Bucharest, 239 Calea Dorobantilor Street, district 1, postal code 010567, registration No J40/8302/1997, fiscal code RO 1590082, Company dualistically administrated, with a subscribed and paid up social capital of 5,664,410,833.50 RON account No: RO26 RZBR 0000 0600 0823 7747, opened with Raiffeisen Bank Bucharest, through its authorized representatives, hereinafter referred to as "**Company**"

and

_____ address/head office in _____ Street _____ postal code _____ registration No _____ fiscal code _____ account No _____ opened with _____ Bank, _____ Branch, through its authorized representatives, hereinafter referred to as hereinafter referred to as "**Contractor**"

WHEREAS Company wishes Contractor to carry out a land seismic survey in the Area (as hereinafter defined) and provide related services in searching of subsurface geological formations favourable to the accumulation of oil and gas and to deliver to Company all recordings thereof;

AND WHEREAS Contractor has the organization, expertise and experience to carry out such survey and provide the related services and undertakes to do so on the terms and conditions set out herein;

NOW THEREFORE it is hereby agreed as follows:

Article 1 - Definitions

The terms defined in this Article shall, for the purpose of the Agreement, have the following meanings (definitions implying the singular only also include or may be used in the plural where the context so requires and vice versa):

- 1.1 "**Affiliate**" means: a company or other legal entity which controls, or is controlled by, or which is controlled by an entity which controls a Party. "Control" means the ownership directly or indirectly of fifty (50) percent or more of the voting rights in a company or other legal entity.
- 1.2 "**Agreement**" means: this document of agreement together with Annexes A to H inclusive, which shall be read as one document.
- 1.3 "**Area**" means: the area defined in Annex B.
- 1.4 "**Article**" means: article of this Agreement.
- 1.5 "**Company's Representative**" means: the person or persons designated by Company as such in writing to Contractor who shall have the duties and authorities outlined in Article 7.

- 1.6 **"Company Group"** means: Company, its Affiliates and Co-Ventures, its and their other contractors and subcontractors (with the exception of Contractor Group) and the officers, directors, employees, agents, representatives and invitees of all of the foregoing (except Contractor Group).
- 1.7 **"Company Supplied Equipment"** means: any and all equipment, tools, supplies and materials which shall be supplied to or put at the disposal of Contractor by Company as specified in Annex A, B and C.
- 1.8 **"Contractor's Equipment"** means: any and all equipment, tools, supplies and materials listed in Annexes A, B and C together with all other auxiliary equipment, tools, supplies and materials (including sufficient spare parts for maintenance, repair and replacement) necessary for the performance of the Work in accordance with the terms and conditions of the Agreement, excluding Company Supplied Equipment.
- 1.9 **"Contractor Group"** means: Contractor, its Affiliates, its and their subcontractors and the officers, directors, employees, agents, representatives and invitees of all of the foregoing.
- 1.10 **"Contractor's Representative"** means: the person designated by Contractor as such in writing to Company and who shall have the duties and authorities outlined in Article 7.
- 1.11 **"Company's Co-venturers"** means: any company having an interest with Company in the exploration and production operations in respect of which the Agreement is entered into by Company and their successors in this interest.
- 1.12 **"Data"** means: any and all geophysical measurements, operating data and point locations.
- 1.13 **"Day"** means: calendar day.
- 1.14 **"Equipment"** means: Contractor's Equipment and Company Supplied Equipment.
- 1.15 **"Equipment Mobilization"** means: the shipment of Contractor's Equipment from the Contractor's home base or from their actual locations before shipment to the Area at the rate specified in Annex E, if any, including packing, unpacking, loading, unloading, temporary storage, freight and insurance.
- 1.16 **"Equipment Demobilization"** means: shipment of Contractor's Equipment from the Area to Contractor's home base or to the place decided by Contractor at the rate specified in Annex E, if any, including packing, unpacking, loading, unloading, temporary storage, freight and insurance.
- 1.17 **"Gross Negligence"** means: any act or failure to act by any person or entity that was in reckless disregard of or wanton indifference to, harmful, avoidable and foreseeable consequences such person or entity knew or should have known.
- 1.18 **"Month"** means: a calendar month.

- 1.19 **"Personnel"** means: any and all of the personnel employed by Contractor specified in Annexes B and C together with such other personnel as is necessary for the performance of the Work in accordance with the terms and conditions of the Agreement.
- 1.20 **"Personnel Mobilization"** means: the journey of the Personnel from Contractor's home base or from their actual location before journey in the case of the personnel employed by Contractor specified in Annexes B and C at the rate specified in Annex E and the personnel's local residence in the case of local personnel used by Contractor for the performance of the Work to the Area including overnight stays and meals.
- 1.21 **"Personnel Demobilization"** means: the journey of the personnel from the Area to Contractor's home base or to other place in the case of personnel employed by Contractor specified in Annexes B and C at the rate specified in Annex E and the personnel's local residence in the case of local personnel as specified in Annexes B and C, if any, including overnight stays and meals.
- 1.22 **"Purchase Order"** means: the document attached hereto as Annex H Purchase Order.
- 1.23 **"Record"** means: any and all tapes, drawings, maps, computer programs and other material containing the Data together with all other associated written documentation to be delivered by Contractor to Company under the Agreement.
- 1.24 **"Seismic Crew"** means: a crew, composed of Personnel and Equipment, which operates in the field as self-supporting unity acquiring Data and implementing the Agreement in the Area.
- 1.25 **"Stand-by Fee"** means the rates specified in Annex E that shall be paid by the Company to the Contractor as described in Article 8.
- 1.26 **"Survey Start"** shall have the meaning as defined in Article 2.2.
- 1.27 **"Survey Termination"** shall have the meaning as defined in Article 2.4.
- 1.28 **"Third Party"** means: any party not forming part of Contractor Group or Company Group.
- 1.29 **"Willful Misconduct"** means: the intentional or reckless action or omission by one Party causing damage to the other Party under this Agreement.
- 1.30 **"Work"** means: any and all work to be performed and services to be rendered by Contractor under the Agreement.

Article 2 - Scope of Work of the Agreement and Survey Start and Survey Termination

- 2.1 Contractor shall carry out land seismic survey in the Area, provide related services and provide and use Contractor's Equipment and Personnel in accordance with the terms and conditions of the Agreement.

The delivery of Works shall be made in accordance with the Purchase Order attached hereto as Annex H.

- 2.2 Contractor shall be ready to start the Data acquisition on the date specified in Annex A. In the event Contractor is not ready to start the Data acquisition on such date or in the event Contractor does not complete in time the Work, for reasons within Contractor's control ("**Delay**"), Contractor shall pay to Company for any week of Delay, as liquidated damages, an amount equivalent to a percent of **0,5%** from the value of not started or unperformed Work, but not more than 10% of the price mentioned in Annex E- Financial proposal.
- 2.3 Contractor shall immediately notify Company of any Delays expected to occur in the Survey Start and of the cause and of the measures Contractor intends to take as a consequence thereof.
- 2.4 Subject to any terms and conditions in the Agreement which specify otherwise, Contractor shall continue, or be ready to continue, the Data acquisition until the date and hour specified in Annex A. If at Company's request the Data acquisition continues after such date and hour Company may at any time order Contractor to stop the Data acquisition with immediate effect.

The date and hour the Data acquisition is terminated shall hereinafter be referred to as "Survey Termination".

Article 3 - The Work

- 3.1 Company may designate from time to time, but sufficiently in advance to allow Contractor to plan and organise its work, traverses in the Area along which it wishes to have Data obtained by Contractor in the period between Survey Start and Survey Termination. Contractor shall acquire these Data and generate the Records with the Equipment and Personnel strictly in accordance with the specifications of the Annexes and with all other terms and conditions of the Agreement.
- 3.2 Unless otherwise instructed by Company, Contractor shall deliver the Records to Company, its address as per Annex A, Article 1.0, undamaged and in a manner acceptable to Company as and when they result from the Work. Title to the Records shall exclusively vest in Company, and Company may use them for any purpose whatsoever.
- 3.3 Contractor is solely responsible for and shall carry out or have carried out all activities whatever required for or in connection with the preparation of the Data acquisition and delivery of the Records, if and to the extent such activities are not specifically agreed to be carried out or arranged by Company pursuant to Annex A including, but not necessarily limited to: Equipment Mobilization, Equipment Demobilization, Personnel Mobilization and Personnel Demobilization, arranging customs clearance, permits for land access, local environmental permits, permits for transportation, storage and use of dynamite, work permits, local personnel, local transport, food, accommodation, medical first aid facilities, adequate insurance coverage, as well as any other permits, licenses, etc, necessary in order to carry out the Work. Without prejudice to Contractor's responsibility therefore, any transportation or other activities for which Contractor will be reimbursed hereunder

on the basis of expense made or time spent shall be carried out in close consultation with Company.

- 3.4 The Work shall be of first class quality and shall be performed:
- a. professionally and safely with due diligence and efficiency,
 - b. as rapidly as operating conditions permit,
 - c. in accordance with sound principles and current practices in the geophysical industry,
 - d. with full regard to Company's interest, and
 - e. in accordance with all other terms and condition of the Agreement.

Contractor shall ensure that all Contractor Group's waste materials and rubbish shall be removed from the places where it performs the Work.

- 3.5 Contractor shall gather all knowledge, information and data necessary to perform the Work in accordance with the terms and conditions of the Agreement if and to the extent such knowledge, information and data are not specifically agreed to be supplied by Company pursuant to Annex A, including but not limited to information as to the character of the Work, local operating conditions, requirements and facilities and operating instructions for the Equipment.

- 3.6 Without prejudice to Article 7.1, Company may at any time give Contractor instructions and guidelines regarding the implementation of the Agreement, Data acquisition techniques to be applied by Contractor and the minimum work standards set out in Annex A and Annex F. Contractor shall promptly comply with such instructions or guidelines but remains, however, responsible on a day to day basis for the proper implementation of the Agreement and achieving optimum Data quantity and quality. In case Contractor disagrees with any instructions or guidelines given by or on behalf of Company, it shall make its disagreement known to Company in writing forthwith. Without sacrificing Data quality and progress of the performance of the Work, Contractor shall make every effort to reduce the costs for which Contractor is to be reimbursed hereunder on the basis of expenses made or time spent.

- 3.7 Contractor shall strictly adhere to the instructions on topographical survey procedures and accuracy required in respect thereof specified in Annex F.

- 3.8 No interruption of the Work shall be permitted without the prior written approval of Company unless otherwise specified in the Agreement.

- 3.9 Contractor shall keep complete and accurate records in respect of the Work and shall keep Company fully informed of the progress of the Work and any difficulties encountered or expected to be encountered and the measures Contractor intends to take in view thereof, if any, in a manner acceptable to Company.

Unless otherwise instructed by Company, Contractor shall submit to Company daily written or faxed reports describing the progress made and details about the Data acquired.

However, the above mentioned recording, information and reporting shall not be construed in any manner whatsoever as relieving Contractor of any of its responsibilities, obligations or liabilities under the Agreement.

- 3.10 Company may at any time examine the Work during its performance and reject any item of the Work which is not performed in accordance with the terms and conditions of the Agreement. Contractor shall provide the assistance reasonably required for examination. Contractor shall, without prejudice to any other rights of Company, at its own expense promptly re-perform any item of the Work rejected.
- 3.11 The Personnel shall work during the number of hours per day specified in Annex A. Contractor shall have the right to have the Personnel work overtime occasionally should this be necessary to ensure an efficient implementation of the Agreement. However, scheduled work in overtime of Personnel over extended periods, whether or not in order to make up for time lost due to Contractor's default under the Agreement, shall not be allowed without Contractor having obtained Company's prior written consent. Such consent shall not prejudice any other rights Company may have in connection with loss of time.

Unless otherwise agreed in writing the remuneration due under the Agreement shall not be increased for any item of Work performed in overtime.

Article 4 - The Equipment

- 4.1 Contractor shall use Contractor's Equipment exclusively for the Work between Survey Start and Survey Termination.
- 4.2 On Company's written request Contractor shall add to Contractor's Equipment any item of the optional equipment listed in Annex B.
- 4.3 Contractor's Equipment shall in all respects meet the statutory requirements in force in the Area.
- 4.4 Contractor's Equipment shall be in first class condition, suitable for the purpose for which it was designed, of proven reliability and shall be in every respect at all times fit to ensure the continuity of normal and safe operations in accordance with the terms and conditions of the Agreement. Defective Contractor's Equipment and Contractor's Equipment used up prematurely or damaged or lost shall be forthwith and diligently repaired or replaced by Contractor at Contractor's expense (including but not limited to shipment costs). Company shall have the right to interrupt performance of the Work at any time for the duration of such repair or replacement provided this repair is necessary to the correct performance of the Work.

Contractor shall keep sufficient spare parts available for the maintenance, repair and replacement of defective Contractor's Equipment at the worksite.

- 4.5 To ensure that the Equipment is in good working order during the performance of the Work Contractor shall conduct regular tests in a manner agreeable to Company and shall submit results of these tests to Company.

- 4.6 Company may at all times interrupt the Work in order to verify under operating conditions whether Contractor's Equipment meets all requirements as set out in the Agreement. For the purpose of such verification, Contractor shall give all assistance requested by Company. Provided it does not appear that there are any defects in Contractor's Equipment, such verification will be charged at the standby fee referred to in Article 8.1 except for the first twenty-four (24) hours used to verify the Equipment at the time of Survey Start, which will be at no cost to Company. If the verification shows that there are any defects in Contractor's Equipment the terms and conditions of Articles 4.4 and 11 shall apply to such situation. However, no such verification by Company or the absence thereof shall be construed in any manner whatsoever as relieving Contractor of any of its responsibilities, obligations or liabilities under the Agreement.
- 4.7 Contractor will keep complete and correct logs of the Equipment. All logs shall be accessible to Company and copies thereof shall be made available to it if so requested.

Article 5 - The Personnel

- 5.1 Contractor warrants that the Personnel used for the performance of the Work shall be fully competent to carry out their duties in accordance with the quality of surveying practices required under the Agreement, are of proven experience, in good health, and shall be of good conduct during their stay in the Area for the performance of the Work.
- 5.2 Upon Company's written request, Contractor shall include in the Personnel any of the optional personnel specified in Annex C.
- 5.3 Contractor shall maintain at all times sufficient personnel on the Seismic Crew to ensure the performance and continuity of the Work in accordance with the terms and conditions of the Agreement. The Personnel so marked by name and / or function in Annex C shall be present on the Seismic Crew at all times.
- 5.4 Contractor shall ensure that the Personnel is properly managed and supervised in order to ensure that the Agreement is implemented in accordance with its terms and conditions.
- 5.5 Contractor shall appoint the Personnel as provided for in Annex C in consultation with Company. The Personnel so appointed shall not be replaced except for rotational leaves without Company's prior written consent which consent shall not unreasonably be withheld. Any additional travel expenses, incurred as a result of replacement agreed to by Company shall be for Contractor's account and the terms and conditions of Article 11 shall mutatis mutandis apply in respect of any time lost as a consequence of such replacement.
- 5.6 Without prejudice to Contractor's obligations pursuant to Article 3 and 5.1 and notwithstanding the terms and conditions of Article 7, Contractor shall remove and promptly replace any member of the Personnel at the request of Company and at its own cost if in Company's reasonable opinion this person is incompetent, of poor health or incorrect conduct or for any other justified reason. The terms and conditions of Article 11 shall apply to the time lost as a result of such replacement.

- 5.7 Rotation and replacement schedules for the Personnel shall be agreed with Company in advance. Contractor shall ensure that when personnel is rotated or replaced, there is sufficient overlap time to ensure proper hand over of duties.

Article 6 - Entry Permits and Trespass Claims

- 6.1 Contractor shall secure at its own expense any governmental or any other permits, approvals, documents, etc, necessary for Contractor to enter upon such land as is required in order to acquire the Data on the Area designated by Company pursuant to Article 3.1. The aforementioned permits, approvals, etc, shall include, but shall not be limited to, the consents of the owners of the respective land.

Article 7 - Independence of Contractor and Delegation of Authority

- 7.1 In the performance of the Work, Contractor shall be and act as an independent contractor fully responsible and accountable for the proper execution of its responsibilities, obligations and liabilities under the Agreement and for its own acts and the acts of its subcontractors and Personnel; Company's supervision, examination or inspection of the performance of the Work or omission to carry out the same shall not be construed in any manner whatsoever as relieving Contractor from its responsibilities, obligations or liabilities under the Agreement.
- 7.2 Contractor shall appoint from the Personnel Contractor's Representative, who shall be fully authorized to represent and commit and bind Contractor to any course of action in connection with the implementation of the Agreement and who shall act as spokesman and focal point for Contractor during the implementation of the Agreement. Any information, instructions or decisions received from or given to or made by or agreed to by Contractor's Representative shall be deemed to be received from, given to, made by or agreed to by, as the case may be, Contractor.
- 7.3 Under no circumstances shall Contractor represent or act on behalf of Company or commit or bind Company unless specifically so instructed or authorized by Company in writing.
- 7.4 Company's Representative, if designated, shall have the authority to represent and commit and bind Company in compliance with the Company corporate policies in respect of the implementation of the Agreement.

Article 8 - Suspension of Work/Standby

- 8.1 Provided Contractor is not in default under the Agreement and the terms and conditions of Article 18 do not apply and subject to Articles 8.3 and 11 inclusive the following shall apply in respect of suspension of performance of the Work:

Company may instruct Contractor at any time to suspend performance of the Work or any part thereof with immediate effect for whatever reason.

- a. If such suspension concerns the period prior to Survey Start Contractor shall be paid the fee specified in Annex E, if any, and in the absence of such an agreed fee the additional costs necessarily incurred by Contractor as a direct consequence thereof. At the moment such suspension is ordered or so much earlier as it is requested by Company, Contractor shall furnish to Company an estimate of these additional costs. Contractor shall do its utmost, in consultation with Company, to minimize these additional costs.
- b. If such suspension concerns any period after Survey Start Contractor shall keep the Personnel and Equipment in a state of readiness to continue operations immediately if so instructed. In that case, Contractor shall be paid the standby fee specified in Annex E. However, in case of such suspension, Company may upon fourteen (14) days prior written notice instruct Contractor to (temporarily) demobilize or to endeavour to (temporarily) reassign to other work, if possible, any member of the Personnel or item of the Equipment. The demobilisation and mobilisation fees for such re-mobilisation of Personnel and Equipment shall be for the Company's account and no other fees shall be payable by Company for such items and/or personnel during such period.

If Company or Company's Representative instructs Contractor to re-mobilize any member of the Personnel or item of Equipment demobilized or reassigned Contractor shall promptly execute such instruction in close consultation with Company or Company's Representative; Company acknowledges that a consequence of the demobilization or reassignment can be that the member of Personnel or items of Equipment concerned will be replaced by other Personnel or Equipment which is equally suitable for performance of the Work.

The benefit of any costs saved by Contractor as a consequence of suspension of the performance of the Work or any part thereof shall be passed on to Company.

- 8.2.1 The Standby Fee specified in Annex E shall be also applicable based on Company prior written approval in the following instances:
- (i) if the Company delays to submit to the Contractor the data, maps and information necessary for the start of field operations, as specified in the Agreement;
 - (ii) in case of the suspension of field operations is required by the Company;
 - (iii) if the adverse weather conditions affect the safety of field operations
 - (iv) if the weather conditions affect the quality of seismic records (i.e. exceeding the noise level on the seismic spread, according to the technical specifications of the Agreement.
- 8.3 Without prejudice to any other rights Company may have under the Agreement or at law, if Contractor is in default under the Agreement, Company may instruct Contractor to suspend performance of the Work or any part thereof with immediate effect until such default has been corrected to the full satisfaction of Company. The costs incurred by Contractor for such correction shall be exclusively for Contractor's account and during the suspension period no fees shall be payable by Company to Contractor and further the terms and conditions of Article 11 shall apply.
- 8.4 Without prejudice to any other rights Company may have under the Agreement or at law, if Contractor's Work does not meet the requirements of international oilfield

practice and/or the specifications set out in this Agreement including but not limited to Annexes A, B, C, D, E and F, the Company has the right to terminate this Agreement with immediate effect if Contractor has not used best endeavours to correct its default as soon as reasonable possible and/or has not corrected its default within five (5) days of a written notice from Company for such default.

Article 9 - Local Law, Rules and Regulations, Health Safety Environment

- 9.1 Contractor shall comply with, and shall ensure that its subcontractors and the Personnel shall comply with all laws in the country of the Area, rules and regulations of the central or local government and agencies thereof having jurisdiction or alleging to have jurisdiction over the Area applicable to the implementation of the Agreement, and with any terms or conditions of any permits, licences and concessions obtained in connection with the Work including, but not limited to, health, safety and environment, provided that Contractor shall not be liable for any violation of any term or condition of permits, licences or concessions held by Company or Company's Co-venturers which were not known to Contractor and which it should not reasonably have known. Contractor shall indemnify and hold harmless Company's Group from and against any claims, demands, judgements, liabilities in contract or in tort and expenses (including legal expenses) incurred in connection with any breach by Contractor of the above duty.
- 9.2 Contractor shall adhere to Company's procedures and programmes in all respects. Contractor shall in particular comply with the HSE requirements as set out in detail in Annexes D and F.
- 9.3 Contractor shall bear the duty to determine at all times, whether operations can safely be continued or undertaken under then existing or reasonably foreseeable conditions. In the event Contractor should consider it necessary to suspend operations at any time for safety reasons, Contractor shall immediately advise Company of such fact and reasons therefore.
- 9.4 Contractor shall nominate a representative or an officer for safety, health and environmental matters. This representative / HSE officer shall have adequate competence to fulfil these tasks. If the level of competence is regarded insufficient by Company, Company reserves the right to reject the respective person.

Article 10 - Company's Obligations

- 10.1 Company shall at its own expense supply Contractor the maps, documents, data and information concerning the Area reasonably required for Contractor to establish which Data must be acquired and exactly where in the Area. Company may, however, request Contractor to gather such maps, documents, data and information to the extent Contractor is able to do so in view of the nature thereof. Any additional costs to Contractor as a consequence thereof shall be reimbursed by Company based on justifying documents.
- 10.2 Notwithstanding Articles 10.1 Company may require from Contractor that Contractor itself will supply or arrange the supply of the equipment, tools, supplies, materials and services specified in Annex A under its responsibility.

- 10.3 Contractor shall notify Company in good time if and when it requires the maps, documents, data and information referred to in Article 10.1. In case Company delivers to Contractor or puts at Contractor's disposal the maps, documents, data or information after the agreed date, Contractor shall promptly so notify Company in writing and of Contractor's estimate of the impact on Contractor's fulfilment of its responsibilities, obligations and liabilities hereunder. Contractor shall do its utmost to minimize the impact of such failure on the implementation of the Agreement. Company and Contractor shall as soon as reasonably possible after Company has received Contractor's notice agree in good faith on the consequences of such failure on the Agreement, which agreement shall become part of the Agreement. Such amendment shall be put down in writing in a separate document and be duly signed by Contractor and Company and shall become integrant part of the Agreement. Such amendment shall contain the full and final settlement of Company's failure to fulfil its obligations under Article 10.1 and if Contractor fails to comply with this procedure such behaviour shall be waiver of any claims in respect thereof and bar Contractor from invoking Company's failure as being the cause or having contributed to the cause of Contractor's own default under the Agreement.

Article 11 - Default of Contractor

- 11.1 In the event of Contractor's failure, deficiency, neglect or breach to make required progress in the services or to perform properly its obligations under this Agreement, Company may give notice in writing to Contractor to remedy the default as soon as reasonable possible but in no case not later than five (5) days from the date of the notice thereof. In the event Contractor fails to make such remedial measures and to make good such breach, deficiency, failure or neglect, Company shall have the right to terminate this Agreement in whole or in part by giving written notice to Contractor.
- 11.2 In the event this Agreement is terminated by Company due to Contractor's default in the performance of the Work, liability of Contractor for the performance or re-performance of any Work shall be limited to the price paid by Company to a third party to carry out the defaultive and/or outstanding Work at the full satisfaction of the Company and to the actual value of the damages caused to Company by such defaultive performance of the Work.

Article 12 - Fees and Payment Conditions

- 12.1 In full consideration for the Work performed by Contractor in accordance with the provisions of this Agreement, Company shall pay to Contractor the rates set forth in Annex E.

The total value of this Agreement shall be determined based on the Work actually completed according to the provisions of this Agreement and will be calculated at the prices mentioned in Annex E- Financial Proposal.

- 12.2 Contractor shall submit two invoices monthly, the first invoice for the period 01st – 20th, and the second invoice for the period 21st – 30/31st following the performance of Work, prepared according to Company's requirements, specifying the amounts payable to Contractor with requisite detail concerning the location, date and description of the Work performed together with such further details as may be requested by Company. All invoices shall be accompanied by appropriate supporting documents.
- 12.3 Company shall make payments to Contractor in EUR at the official exchange rate of the Romanian National Bank from the invoice issuing date, as provided for in this Agreement within forty five (45) days of receipt of correctly prepared invoice at address and to the bank account specified in Annex A 1.2.

The invoices issued by the Contractor for performed Work shall comprise always references to the number of the Agreement and of the Purchase Order. In case of Contractor's failure to fulfil this obligation, the invoices shall be returned to the Contractor and the initial due date shall be automatically postponed considering the period necessary to fill in this information and to send back the invoice to the Company. In this situation, the Contractor shall not have the right to claim delay penalties or any other damages from Company. The new due date shall be forty five (45) days from the date of receiving the corrected invoice by the Company.

- 12.4 In the event Company believes the invoice is not justified or inaccurate Company shall within 14 (fourteen) days after receipt of such invoice deliver to Contractor a written objection on such invoice specifying its reasons. In such case Company and Contractor shall confer in good faith an effort to resolve the disputed item or items and payment by Company of such disputed amount shall be withheld until settlement thereon. Subject to the Article 12 undisputed amounts shall not be withheld.

Article 13 - Performance Guarantee

- 13.1 The Contractor shall provide to the Company a **Performance Guarantee** issued as a guarantee instrument within 15 working days from the signing date of the Agreement in amount representing 10% of the total value of the Agreement. The Contractor shall maintain in full force and effect such guarantee until the completion of Work plus another 14 days from day the Contractor fulfilled all its contractual obligations.

In case the Performance Guarantee is issued in the form of a bank letter of guarantee such letter should be issued by a reputable bank in the form specified in Annex G

- 13.4 The Company is entitled to enforce the **Performance Guarantee** mentioned above, if the Contractor fails to fulfil any of its obligations undertaken under this Agreement or fails to remedy the respective breach according to the Agreement.

Article 14 - Taxes, Social Security Contributions and Import / Export Duties

- 14.1 Contractor shall pay, and shall ensure that any subcontractor shall pay all income, corporation or similar taxes howsoever described and all penalties and interest thereon assessed on the income, profits and gains accruing to Contractor or any subcontractor from the operation of this Agreement. Contractor shall be responsible for, indemnify, defend and hold harmless Company against any claims whatsoever arising in connection with liability of Contractor or any subcontractor for any such taxes. Further Contractor shall be responsible for, indemnify, defend and hold harmless Company's Group against any claims whatsoever arising in connection with all taxes and/or social security contributions assessed or levied against or on account of wages, salaries, benefits, or deemed benefits paid to Contractor's Personnel.

Contractor shall be required to furnish Company with such particulars as are known to Contractor in relation to its or any subcontractor activities under this Agreement as may be required by the Company to fulfil information requests received from any competent taxing authority.

- 14.2 Company may, without liability to Contractor, withhold sums in respect of any payments, which would otherwise be made by Company to Contractor or to any subcontractor to the extent that such withholding may be required by legislation, orders, rules or directions of any competent taxing authority.

Where the requirement for any withholding is avoided by Contractor or any subcontractor holding an appropriate exemption certificate it is the duty of Contractor to inform Company that such a certificate is held and to inform Company of any change to or cancellation of the certificate and to provide copies of the certificate or any further information that may be required to avoid any withholding. Contractor shall be responsible for, indemnify, defend and hold harmless Company against any claims whatsoever arising in connection with such withholding or failure to withhold as may arise due to Contractor's failure to inform Company of any relevant matter in a timely fashion.

For the implementation of the Double Taxation Treaty concluded between Romania and,the Contractor will provide the Company with a fiscal residency certificate in original, prior to the due date of the first payment to the Contractor.

In case the Contractor is organized as a partnership or any other similar legal form that is transparent from taxation point of view, the Contractor shall provide to the Company together with the aforementioned fiscal residency certificate, the list of all partners and their participation percentages to the Contractor's share capital. Based on this statement, the Company shall apply the provisions of the relevant Double Taxation Treaty for those partners mentioned in the aforementioned fiscal residency certificate as tax residents in the respective country. If any of the partners is tax resident in a country other than the residence country of the Contractor, the Contractor shall also provide the applicable fiscal residency certificates for those partners in order to enable the Company to apply the respective Double Taxation Treaty.

The Contractor shall observe the following procedure for presenting the fiscal residency certificates:

- the fiscal residency certificates have to be provided by the Contractor on a yearly basis
- if payment for an invoice becomes due in the Romanian fiscal year following the one in which the invoice was issued, the Contractor shall provide Company, before the due date, with an original fiscal residency certificate valid for the year in which the payment will be rendered.

Contractor's failure to observe the provisions under this Section shall give Company the right to withhold the relevant taxes as per governing Romanian legislation from current or future invoices issued under this Contract or any other agreements between the Parties. Under these circumstances, Contractor shall not be entitled to claim a refund for the amounts withheld.

For the purposes of this Article, the Parties acknowledge that the expression "Romanian fiscal year" refers to the calendar year (January 1 - December 31), as defined under Romanian law. If the relevant Romanian legislation changes such that Company begins to use a Romanian fiscal year different than the calendar year, the Company shall inform the Contractor in writing at least 20 days in advance of such a change.

At the request of the Contractor, the Company shall provide in a 120 day term (from the date of receipt of the request) a certificate or any other form of documentary evidence issued by the relevant Romanian tax authorities which shall attest the payments made by OMV Petrom in respect of withholding taxes related to this Contract.

- 14.3 In the event that Contractor creates a Permanent Establishment according to the Romanian Fiscal Code provisions and Double Taxation Treaty concluded between Romania and [the residency country of the foreign service provider], Contractor is responsible to register the permanent establishment in Romania for profit and income tax purposes and to observe the specific tax rules. The Contractor is also responsible for observing the Romanian immigration legislation regarding its employees carrying out activities in Romania and to ensure the compliance with the Romanian social security legislation. The Contractor shall indemnify and hold harmless the Company for any payment obligation resulting from non-observance by the Contractor of the permanent establishment rules provided by the law and of the Romanian immigration and social security regulations.
- 14.4 Company shall pay Contractor in addition to and together with the consideration due under this Agreement, any VAT or similar tax howsoever described levied by any competent taxing authority, chargeable in respect of goods or services properly supplied by Contractor under this Agreement provided that Contractor provides Company with a valid tax invoice, as required under the legislation to enable a tax credit to be obtained by Company. Company shall have no liability to pay Contractor for any amount to the extent such amount is eligible for relief, reduction, exemption or recovery by the actions of Contractor or any subcontractor.

The Parties shall observe the relevant VAT and invoicing legal requirements applicable to the Services covered by this Agreement, including but without being limited to the rules regarding the place of supply of the Services.

In case the Contractor shall not register for VAT purposes in Romania, no VAT shall be charged for the Services provided, but the Company shall apply Romanian VAT under the reverse-charge mechanism.

In case the Services are invoiced through a local entity (e.g. a Romanian branch, subsidiary, affiliate, fiscal representative, etc.), the Romanian VAT and invoicing legislation shall also be observed by the Contractor.

In case a fixed place registered for VAT purposes exists or will be created in Romania, the Contractor shall notify the Company for the goods and/or services to be delivered / provided through this fixed place and shall observe the relevant Romanian invoicing and VAT legislation.

If the Contractor fails to observe these obligations, the Company shall have the right to refuse payment.

14.5 The Contractor shall be responsible for, indemnify, defend and hold harmless the Company from any taxes levied against it on account of any of the Contractor's Equipment including but not limited to customs duties, excise duties, occupation and other like taxes and imposts.

14.6 Contractor is solely responsible vis-à-vis customs administration for all customs formalities, payment of all taxes and duties relating from importation of its own materials, equipment, spare parts etc. necessary for the proper execution of the Agreement and shall be responsible for, indemnify and hold harmless the Company against any claims suffered through the Contractor's breach of these requirements.

In pursuance of the aforesaid, the price offered by the Contractor and mentioned in the Agreement shall always be deemed to include taxes due by the Contractor and its Personnel. In consequence thereof, the Contractor shall expressly waive any claim for additional costs for such reason.

The Contractor shall ensure that all imported goods/materials intended to be rented, hired or purchased by the Company, in fulfilment of this Agreement are imported/exported and documented to enable maximum advantage to be taken of such relieves as offered by the government ruling the country where the Work is to be performed.

The Company may assist the Contractor (without any commitment on its part) with the importation/exportation of goods/materials using the Company permits, licences and facilities.

14.7 Company shall have the right to verify that taxes, duties, fees, levies and charges reimbursed by it to Contractor or to be paid by Contractor in connection with the Work are in fact duly paid.

14.8 Notwithstanding anything to the contrary under this Agreement, the Company is not granted with the right to use any know-how belonging to the Contractor. This Agreement does not give to the Company the right to use any copyright of scientific work, including any patent, trademarks or other like property or rights, design

model, plan, secret formula or process or any information concerning industrial, commercial or scientific experience belonging to the Contractor.

Article 15 - Audit

- 15.1 Company shall have the right to audit Contractor's accounts and records relating to "at cost" reimbursable items or third party charges or such other charges which are calculated on the basis of timesheets. Company may exercise such right and commence such audit at anytime during the term of this Agreement and within two (2) years of the termination of the Agreement and shall submit any exception in connection therewith within a period of one (1) year from the termination of the audit. Contractor shall maintain such accounts and records until settlement of all exceptions under the audit has been achieved. However, Company shall have no access to the profit and loss accounts of Contractor and documents relevant to Contractor's fee structure.

Article 16 - Confidentiality

- 16.1 All survey notes, data sheets, reports, maps and other records and information ("**Confidential Information**") obtained from, or in conjunction with conduct of Work shall belong to and be owned by Company except such data and information proprietary to Contractor and clearly so marked. Contractor shall treat Confidential Information obtained from, or in conjunction with the Work as confidential and shall report any loss of such items immediately to Company in writing. Contractor shall not allow any person other than duly authorized representatives of Contractor or Company to have access to Confidential Information and shall not divulge to anyone other than Company or its designated representatives any Confidential Information unless otherwise instructed by Company in writing, nor permit any of its officers, employees or agents to do so. Contractor shall take all required precautions to cause its officers, employees and agents to comply with the obligations contained in this Article 16, including but not limited to by execution of confidentiality agreements Contractor's obligation of confidentiality hereunder shall be of a continuous nature and shall survive the expiration or termination of this Agreement for an unlimited period of time and in case of breach thereof, the Contractor undertakes to hold entirely harmless, to protect and to fully indemnify the Company in this respect.
- 16.2 The terms and conditions of the Agreement shall be kept confidential by Company and Contractor. However, the terms and conditions of the Agreement may be disclosed by Company to its Affiliates and Co-venturers.

Similarly, Company shall be bound by the same obligations of confidentiality relating to the know-how and techniques which are proprietary to Contractor.

Article 17 - Patent Infringement

- 17.1 Contractor warrants that the methods and processes used by it and its subcontractors to perform the Work and use of Contractor's Equipment do not infringe any patent, right to any trademark, copyright or other industrial property right. Contractor shall

fully indemnify and hold entirely harmless Company's Group from and against any claims, demands, judgements and liabilities in contract or in tort and expenses (including legal expenses) arising out of or in conjunction with any infringement or alleged infringement of any patent, right to a trademark, copyright or other industrial property right in connection with the implementation of the Agreement except if such claim is based upon a Company's process or upon Company's request, if Contractor has informed Company in writing about such potentially harmful consequences.

Article 18 - Indemnities

18.1 Except as specifically provided herein to the contrary, each Party hereto ("the Indemnifying Party") shall at all times be responsible for and shall hold harmless and indemnify the other Party and its respective Group from and against any claim or liability in connection with damage to or loss of equipment or property belonging to the Indemnifying Party or its respective Group.

18.2 Company shall be responsible for and hold harmless and indemnify Contractor's Group from and against all claims, losses, expenses, demands and causes of action of every kind and character arising in connection with personnel of Company Group on account of bodily injury, death or damage to or loss of personal property, whether caused negligently or otherwise except when caused by Gross Negligence and/or Wilful Misconduct of any member of Contractor's Group.

Contractor shall be responsible for and hold harmless and indemnify Company's Group harmless from and against all claims, losses, expenses, demands and causes of action of every kind and character arising in connection with personnel of Contractor Group on account of bodily injury, death or damage to or loss of personal property, whether caused negligently or otherwise except when caused by Gross Negligence and/or Wilful Misconduct of any member of Company's Group.

18.3 The Parties intend and agree that the phrase "be responsible for and hold harmless and indemnify" in this Article 18 means that the Indemnifying Party shall release, indemnify, hold harmless and defend (including payment of reasonable attorney's fees and costs of litigation) the indemnified party from and against any and all claims, demands, causes of action, damages, judgments and awards of any kind or character, unless explicitly stated otherwise herein.

18.4 Notwithstanding anything aforesaid, if Records are lost or damaged prior to delivery to Company or such other address or to a person designated by Company or the Data are not recorded in accordance with the terms and conditions of the Agreement, Company shall be entitled:

- I. if the amount of Records damaged or lost or Data not properly recorded does not correspond to more than five per cent (5%) of the recording under the Agreement, at Company's option:
 - a. to have Contractor re-perform for its account that portion of the Work which is in Company's reasonable opinion sufficient to regenerate the Records damaged or lost and re-acquire Data not properly recorded if Seismic crew and Contractor's Equipment are still available in or closely around the Area, or

- b. to have the sum initially charged refunded by Contractor to Company;
- II. if the amount of records damaged or lost or Data not properly recorded exceeds five percent (5%) of the recording under the Agreement, at Company option:
- a. to have Contractor re-perform for its account that portion of the Work which is in Company's reasonable opinion sufficient to regenerate the Records damaged or lost and re-acquire Data not properly recorded if Seismic crew and Contractor's Equipment are still available in or closely around the Area, or
 - b. to be paid by Contractor in reimbursement of the costs which Company would incur (including but not limited to mobilization and demobilization costs) for having such portion of the Work properly re-performed by a third party.

If undamaged copies of the Records damaged or lost are available at the moment the original Records are damaged or lost Contractor can, in discharge of its responsibilities, obligations and liabilities under this Article 18.4, deliver such second copies safely to Company or at an address or to a person designated by Company.

The terms and conditions of Article 11 shall mutatis mutandis apply to the situation arising from the kind of damage, loss and default addressed in this Article 18.4

- 18.5 Unless otherwise provided in this Agreement, Contractor and Company shall each be liable for their and their respective Group's negligent acts or omissions causing any loss or damage to Third Parties and items or personnel of Third Parties and shall be responsible for and hold harmless and indemnify each other in this regard.
- 18.6 Notwithstanding any contrary provision herein, neither Party shall be liable to the other Party for punitive, special, indirect or consequential damages resulting from or arising in connection with this Agreement, however caused, including without limitation, loss of profit, production or business opportunities or business interruptions.
- 18.7. Notwithstanding the above, any limitation and/or exclusion of liability shall not apply in the case of Gross Negligence and/or Wilful Misconduct of the Indemnified party.

Article 19 - Insurance

For its risks and liabilities under the Agreement, Contractor shall at all times during the performance of the Work under this Agreement at its own cost and expense maintain in full force and effect with responsible insurance carriers of the types and amount of insurance specified in this article:

a) General Liability Insurance including third party and contractual liability, covering: bodily injury and/or death, damages to property, including environmental damages, caused to third

party and to company's employees arising out of services covered by this Agreement, including products and completed operations, with a combined single limit of at least Five Million Euro for onshore operations .

b) Workmen's Compensation including Common Law and Employer's Liability for its Personnel for an unlimited amount and/or otherwise comply with the applicable laws and regulations of its Personnel's home country and under applicable local law, whichever is higher, including where applicable with respect to legislation governing benefits for compensable disabilities payable to personnel engaged in the performance of the services.

c) Automotive Bodily Injury and Property Damage Liability Insurance covering registered motor vehicles and automotive units engaged in service whether owned, non-owned or hired as required by law.

d) Such other insurance cover as may be necessary in respect of expatriate personnel if any, under the laws of the state or country of such personnel for the benefits required to be covered by insurance at the point of hire- if the case.

e) General Property Insurance for Contractor's Equipment for full replacement values including transport of materials to and from the Area.

General Provisions:

A) Obtaining the insurances required by this Article shall not in any way limit, alter or affect the liability and obligations of the Contractor under this Article. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor in accordance with its obligations, liabilities or responsibilities.

B) The contractor's insurer shall have no right of recovery or subrogation against Beneficiary and the described insurance shall be primary coverage. For the avoidance of doubt, Contractor shall be responsible for and hold harmless and indemnify Company's Group from any claims of subrogation, including but not limited to any Workers Compensation claims.

C) Policies shall include Company, the Co-Venturers, their respective Affiliates and all their employees and agents as co-insured.

D) The required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to Beneficiary.

E) Two (2) weeks prior to Survey Start, Contractor shall furnish Company with certificates issued by the underwriters certifying that the insurances specified in this Article are in full force and effect and stating:

- a) the effective commencement and expiration dates of all policies;
- b) that the insurance shall not be cancelled or materially altered while this Agreement is in full force without sixty (60) days prior written notice of such cancellation or alteration (seven (7) days in respect of war) to Company;
- c) that the co-insured shall not be prejudiced by any act or omission of Contractor including breach or alleged breach of warranty or condition whether expressed, implied or non disclosure or alleged non disclosure of any fact or circumstance or by virtue of any alleged deliberate, negligent or accidental act or omission or any knowledge or privity of Contractor.

F) If the Contractor fails or refuses to obtain any insurance required by this Article or to provide the Company with certificates or policies as and when required, the Company shall have the right to purchase such insurance at the Contractor's expense, in which event any amounts paid by the Company for this purpose shall immediately become due and payable by the Contractor to the Company. The Company shall, in addition to any other remedy it may have under this Agreement, be entitled to deduct such amount from any monies due or which may become due to the Contractor hereunder.

G) To the extent that it is relevant, Contractor shall require all of its sub-contractors to acquire and maintain suitable insurance coverage as required under applicable law unless such sub-contractors are covered by Contractor's insurance.

H) Renewal certificates shall be obtained as and when necessary and certificates with respect thereof shall be forwarded to Company as soon as the same are available.

I) Notice of any occurrence which may give rise to a claim for such loss or damage shall be given by Contractor to Company as soon as reasonably practicable after the event occurs together with full details of such occurrence.

Article 20 - Force Majeure

20.1 If and to the extent that either Party is hindered in or prevented from performing or complying with any of its responsibilities or obligations under the Agreement by an event of force majeure, it shall immediately give written notice thereof to the other Party and the performance or compliance with such responsibility or obligation shall be suspended. Such suspension shall continue so long as the performance or compliance with that responsibility or obligation under the Agreement is so prevented or hindered. During such suspension, Company and Contractor shall consult with each other without delay as to the measures to be taken regarding the continuation or the performance of the Work and implementation of the Agreement. If such suspension results in Contractor not being able to acquire the Data for more than fourteen (14) days, Company shall be entitled to terminate the Agreement with immediate effect except in case Company wishes Contractor to continue to implement the Agreement. In the event of termination Company shall pay Contractor the amount stated in this Agreement for the Work duly performed up to the occurrence of the force majeure event.

20.2 The party which is hindered or prevented from performing or complying with any of its responsibilities or obligations under the Agreement by an event of force majeure shall do its utmost to minimize the adverse effects thereof.

20.3 For the purpose of this Article an event of force majeure means any event beyond the reasonable control of the Party concerned, which could not have reasonably been foreseen by such. Such an event of force majeure may not be invoked by a Party if and to the extent of any prior default under the Agreement of the Party concerned caused or contributed to the cause of hindrance or prevention referred to in Article 20.1. Company may resolve that an event of force majeure has occurred hindering or preventing Contractor from performing or complying with any of its responsibilities or obligations in case it considers continuation of the safe or efficient performance of the Work or any part thereof in the near future not

sufficiently guaranteed due to circumstances outside the reasonable control of and not reasonably foreseeable by Contractor.

Article 21 - Down Time

21.1 Loss of working time between Survey Start and Survey Termination which is unavoidable because of bad weather conditions, only if agreed and confirmed in writing by Company as stated in Annex A preventing or hindering the performance of the Work in the Area will be reimbursed at the daily Standby Rate according to Annex E.

If such loss of working time directly or indirectly results from a delay or change in the operating programme as a result of or in connection with a prior default of Contractor under the Agreement, than such loss of time will be deemed to be loss of time due to Contractor's default and the terms and conditions of Article 8.3 and 11 shall mutatis mutandis apply thereto.

Article 22 - Subcontracting

22.1 Contractor shall not subcontract or delegate to a third party the performance of the Work or any part thereof without Company's prior written consent. Such consent shall not relieve Contractor of any of its responsibilities, obligations or liabilities under the Agreement and Contractor shall be deemed to perform itself any work and render any services which are performed or rendered by any subcontractor and to do itself any acts done by the personnel of such subcontractors.

Article 23 – Assignment and Transfer

23.1 Neither Party to the Agreement shall assign and transfer any or all of its rights responsibilities or obligations under the Agreement. However Company shall be entitled without such consent being required to assign and transfer any or all of its rights, responsibilities, obligations and liabilities under the Agreement to any Affiliate of Company or to Company's Co-venturers subject to prior written notification.

Article 24 - Term of the Agreement

24.1 Unless earlier terminated, the Agreement shall remain in full force and effect starting with the signing date of the Agreement by both Parties until _____.

24.2 The terms and conditions of Articles 7, 9, 14, through 18, 25 and 27 shall survive and remain in full force after the termination of the Agreement whether or not it concerns an early termination.

Article 25 - Applicable Laws and Jurisdiction

- 25.1 The construction, validity and performance of this Agreement shall be governed by the laws of Romania without giving effect to the choice of law principles thereof which would result in the application of the laws of another jurisdiction.
- 25.2 To the extent permitted by the applicable law as determined under this Agreement and subject to the mandatory rules of competence, the exclusive jurisdiction to settle any disputes arising out of or in connection with the Agreement including obligations prior to the conclusion of the Agreement or any other legal relations between the Company and the Contractor, in particular, in connection with the conclusion, termination or nullity of the Agreement will belong to the competent courts of justice of Bucharest.

Article 26 - Entirety of Agreement

- 26.1 When the Agreement is executed by Company and Contractor it shall constitute the entire agreement between the Parties hereto with respect to the subject matter. If performance of the Work has been started prior to the execution by both Parties of the Agreement it shall retroactively apply thereto from the actual date of such start. All figures, proposals and agreements submitted by Contractor to Company or Company to Contractor prior to the execution date of the Agreement, either orally or in writing, pertaining to the Work are hereby cancelled. Any amendment to or modification of the Agreement shall only be binding when agreed in writing duly signed by both Parties or agreed by way of exchange of telexes which is promptly confirmed in writing.
- 26.2 The Article headings indexes, title, subtitles and marginal notes in the Agreement shall not be construed as affecting the interpretation of the Agreement.
- 26.3 In case of any conflict or discrepancy between the documents representing integrant part of this Agreement (Annexes A, B, C, D, E, F, G, H), the provisions of this Agreement shall exclusively prevail.

Article 27 - Notices

- 27.1 All communications and correspondence between the parties shall be in the English or in Romanian language.
- 27.2 Subject to Article 27, any notification shall be duly given when received by the Party concerned by telex, telegram or registered mail at the address stated in Annex A 1.0. Each Party may by notice to the other change its address.

Article 28 - Waiver

- 28.1 No waiver by either Party hereto of any breach of the terms or conditions of the Agreement to be performed or complied with by the other Party shall be construed as a waiver of any succeeding or prior breach of the same or any other term or

condition of the Agreement. A waiver of any breach of a term or condition of the Agreement shall not be binding upon a Party unless the waiver is made in writing and duly signed by the party.

Article 29 – Code of Conduct

Contractor must abide by the code of conduct issued by Company.

A. In particular, supplier/contractor shall be obliged to:

- a) Avoid and not to accept child labour or forced labour (see definition F.) in manufacturing its products and delivering of its services;
- b) Respect the human rights in its scope of activities;
- c) Refuse to offer, pay or accept bribes;
- d) Pay remunerations exclusively for legitimate services;
- e) Permit gifts, hospitality and similar payments only within the limits of generally accepted business practice;
- f) Demonstrably relate commissions and payments to third parties to legitimate business expenses, linked to the services rendered and to account for them openly;
- g) Obligate its suppliers/contractors in the same way.

B. In the event that Contractor breaches any of the conditions contained in sub-clauses A. a) – g), Company may rescind the contract for breach with immediate effect. In addition, Contractor shall be obliged to pay 5% of the contract price subject to a minimum amount of Euro 20,000 which shall be used by Company for a humanitarian purpose beyond the enterprise of Company. The parties agree that this sum represents a reasonable pre-estimate of the actual damage caused to third parties by Contractor as a result of a breach. Payment of the above amount shall not exclude Company from recovering any loss or damage from supplier/contractor resulting from such breach or termination of the Agreement.

C. Company is at all times entitled to verify the compliance with the obligations pursuant to sub-clauses A. a) and b). Contractor shall be entitled to nominate with binding effect experts of internationally recognized organisations focussed on human rights and child labour (e.g. Amnesty International, UNICEF) for the execution of the verification. This includes access to all relevant information as well as to all persons, locations and documentation concerned. The auditors shall be obligated to confidentiality. If Contractor refuses or prevents such verifications, Company shall be entitled to rescind the contract with immediate effect.

D. Contractor shall only be deemed to have breached the conditions contained in sub-clauses A. a) and b) if (a) Contractor fails to accept, within a reasonable time (or at the latest within one month of the invitation being sent to the Contractor), a written invitation from Company to discuss the results of an evaluation (as carried out in accordance with clause C. or (b) if Contractor does accept said invitation but the discussions fail to achieve measures and dates

for improvement which are adequate in the view Company or (c) if Contractor does not implement agreed measures in a timely manner or does not execute such measures at all.

E. If Contractor refuses discussions or agreement on measures according to D. Company shall be entitled to execute the contractual consequences according to B. and C. directly. In case Company exercises the right to rescind the contract in accordance with Article B., C. and/or E., Company shall merely pay adequate compensation for deliveries or services useful in its discretion.

The complete text of the code of conduct is available via www.omv.com → About OMV → Corporate Information → Corporate Social Responsibility or Download.

F. Definitions

Child labour is

- Any work performed by persons under the age of 12 years
- Work performed by persons from 12-15 years which does not constitute light work. Light work is work
 - that is not harmful to health or development and does not prejudice attendance at school or other educational institutions

Work done in schools for educational purposes as well as work of persons of at least 14 years in apprenticeship programs is not prohibited.

Work, school and transport must not exceed 10 hours per day, in total.

Prohibited is hazardous work performed by persons under the age of 18 years. Hazardous work is work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children. The types of hazardous work are determined by national law, taking into account the following factors:

- exposure to physical, psychological or sexual abuse
- physical surroundings: work underground, under water, at dangerous heights, in confined spaces
- unhealthy environment: e.g. hazardous substances, agents or processes, temperatures, noise levels, vibrations harmful to health
- particularly difficult conditions: long hours, during night, manual handling and transport of heavy loads, unreasonable confinement to premises of employer
- use of dangerous instruments: machinery, equipment, tools

Prohibited are further:

- Forced or compulsory labour, including forced recruitment for use in armed conflict.
- All forms of slavery or practices similar to slavery, such as the sale and trafficking of children.
- Use for prostitution or for the production of pornography or for pornographic performances.
- Use in illicit activities, e.g. trafficking of drugs.

Forced or compulsory labour is any work or service extracted from any person under the menace of penalty and for which the said person has not offered her/himself voluntarily. For the purposes of this code of conduct, this term includes slavery and practices similar to slavery, such as debt bondage and serfdom.

Article 30. This Agreement has been concluded in two original counterparts, one original for each Party hereto and it remains in force from DD.MM.YYYY until DD.MM.YYYY

IN WITNESS WHEREOF duly authorized representatives of the parties have executed this Agreement.

FOR AND ON BEHALF OF

**FOR AND ON BEHALF OF
OMV PETROM S.A.**

ANNEX A
Contract No. _____

SPECIFIC TERMS AND CONDITIONS

1.0 NOTIFICATION

1.1 The addresses for notification are:

Company: OMV PETROM S.A.

Address: PETROM CITY

22, Coralilor Street

Sector 1, 013329

Bucharest, Romania

Contractor: _____

1.2 Contractor's bank account: as indicated at the invoices.

2.0 OBLIGATIONS OF COMPANY

2.1 Company shall design the survey program and shall furnish Contractor with the required documentation. Such documentation shall remain the property of Company and shall be returned to Company upon completion of the work.

3.0 CONTRACTOR'S OBLIGATIONS

The Contractor has scouted the area of operations and is convinced that the equipment and personnel supplied, according to Agreement, is sufficient and suitable for all parts of the program.

Contractor shall supply the following as operationally required which are for Contractor's account:

3.1 Duty

All import/export duties, local handling and agency fees associated with the equipment, spares, hardware, software and general consumable supplies used in the execution of the Work.

3.2 Fees and Permits

Fees and permits, including but not limited to work permits, visas, residence permits, licenses including radio and vehicle licenses, fiscal stamps, brokerage fees, and all other local levies, fees and taxes assessed against Contractor. Authorizations for handling, purchase and storage of explosives.

3.3 Field Office Supply

All office and computer supplies including but not limited to stationery, drawing instruments magnetic storage media etc.

3.4 Personnel

All expenses and costs for all personnel, provided for the execution of the Work, and as specified in Annex C of the Agreement, including but not limited to, wages, food allowance, benefits, taxes, transportation, leave rotation etc. In addition, Contractor shall replace at its own expense any employee who:

- a. Resigns, dies, is discharged or is assigned elsewhere by Contractor;
- b. Is "persona non grata" with the authorities;
- c. In Company's opinion does not satisfactorily fill, for whatever reason, the position or positions to which Contractor has assigned him.

3.5 Training

Contractor shall organize and run at its expense a program acceptable to Company for training on the job of Contractor/Company's national employees that may be assigned for this purpose from time to time. Company undertakes that such training shall not interfere with Contractor's obligations to perform the Work under this Contract.

3.6 Fuel

All fuels, lubricants, their storage, transport insurance, etc.

3.7 Safety

Supply of personal protective equipment, including but not limited to, safety boots, safety helmets, gloves, etc. to IAGC standard or higher according to terrain and local conditions.

3.8 Consumables

All surveying, drilling and recording consumables, including but not limited to the supply of all magnetic data tapes required for tape copying, permanent markers,

water, drilling mud etc.

3.9 Company Representatives

All accommodation for two Company Representatives, whilst living on crew, including all fuels, lubricants and maintenance of the designated field supervisors vehicles (see Annex C).

3.10 Other expenses

All taxes, fees, duties, customs duties and import duties and expenses excepting only those specified as reimbursable in Section 5 hereunder.

4.0 OPERATIONAL SAFETY

Contractor agrees to be bound by OMV Petrom, IAGC and E&P Forum HSE standards. Also all regulations set forth by any local authority will be strictly observed.

5.0 REIMBURSABLE ITEMS

Contractor shall supply, as required by Company, the following items, for use exclusively in the execution of the Work, which will be reimbursed by Company at cost.

5.1 Personnel, equipment and Infield QC as per Annexes C and B as mutually agreed are included in rates per SP.

5.2 Consumables as defined under Annex A, Clause 3.8. are included in rates per SP.

5.3 Security

Costs for security services for the equipment are included in rates per SP.

5.4 Explosives

The explosives used for Work (dynamite, detonators and connectors).

Cost for transportation of explosives, detonators etc. and for storage is the responsibility of Contractor and is not reimbursable.

6.0 DATA DELIVERY

All data remains in the responsibility of Contractor until received at Company's office. In particular, Contractor remains responsible for original field tapes and associated support data until these are lodged by OMV PETROM, the designed location for delivery.

Contractor's liability shall terminate after such data is delivered to Company's designed location for delivery.

7.0 CONTRACTOR OFFICE

Contractor to list all personnel supporting the operation outlined in the tender / purchase order indicating clearly in what function he / she is dedicated to this operation and whether they are working on a resident or local basis.

Responsible personnel and representatives in Romania: _____

Responsible party manager: To be named on a project by project basis

8.0 COMMUNICATIONS

8.1 Radio

Radio communication (VHF R/T) facilities should be installed in all field vehicles. Communication is required between the Recorder and Crew Camp and telephonic, facsimile and email communication from the Field location (base camp) to the Contractor's and Company's town offices.

8.2 Reports

Contractor shall deliver to Company the following reports, final payment for the Work shall not be made until all deliverables and the final report have been submitted in a form acceptable to Company.

Daily reports: comprehensive OMV Petrom and / or industry standard, statistical reports are required every morning at the Company's office by email.

Weekly reports shall be a compilation of the daily statistics.

Monthly reports shall be a comprehensive round up of the foregoing incl. QHSE statistics plus descriptions summarizing each section of the crews activities, problems encountered, external factors, etc. The report, in English, must be delivered at Company's office by the 5th day of the following month.

3 final reports in paper and PDF format shall be delivered to the Company office not later than 30 days after the completion of the survey program.

9.0 Deliverables

Two (2) Sets: One (1) "Copy" and One (1) "Original" of:

- Recorded data cartridges.
- CD copy of the recording observer's report.

- CD copy of seismic line survey report in an agreed Line Survey Data File (LSDF) format.
- CD copy of the final survey SEG-P1 data.
- CD copy of the final SPS data, including static data.
- CD copy of Uphole raw data and interpretation results.
- CD copy of all instrument and Vibrator daily, weekly and monthly tests.
- CD copy of all geophone dynamic tests.
- Data delivery listing signed by COMPANY and CONTRACTOR Representatives.
- Any other reports related to the seismic operation requested by COMPANY.

10.0 DEFINITIONS

10.1 Time Term

10.2 Start of Survey

The first contract day is defined as the day on which all contract personnel and equipment are proven ready to start data acquisition in the designated Area of Work. Start of surveying activities should be not later than _____ beginning of recording activities should be within 30 days from Agreement signing date, at the latest.

10.3 Survey Termination

The last contract day is defined as the day on which Contractor's personnel and equipment have acquired the last seismic record as required and instructed by Company and all associated surface damages are compensated.

10.4 Continuous Operations

All fees shall be established on the basis of 30 days/month with no exception or allowance for religious, public, national or other holidays. The contractual working time for all staff and equipment in all sections of the field operation will average 10 hours/day over the contract period. It is anticipated that the daily hours might be restricted by available daylight but should not normally exceed 12 hours/day.

10.5 Working Hours

A working hour will be achieved when the crew is actually working or is fully operational and available for Work. Working hours are counted from the time the crews leave the camp for field operations up to the time they return, including travel time to, from and between lines or prospects, unavoidable time lost due to weather, waiting on Company's instructions, all reasonable time for laying out, recording and picking-up parameter tests and due to restrictions outside Contractor's control, e.g.: police restrictions, civil disturbances etc.

11.0 CONFLICT OF INTEREST AND ILLEGAL INDUCEMENT

Contractor warrants that it has no knowledge, information of belief of:

- a. The ownership of any legal or beneficial interest in or to Contractor by an employee or dependent of an employee of Company;
- b. The gift of payment or promise to give or to pay by Contractor, its sub contractors, employees, agents or representatives of anything of value whatsoever to any employee or dependent of employee of Company as an inducement to such employee to influence the obtaining of the whole or any part of the work or services contemplated in this Agreement;
- c. Contractor undertakes to immediately inform Company in writing of any conflict of interest or legal inducement of which it may become aware during the performance of the Work or services contemplated by this Agreement.

ANNEX B
Contract No. _____

SCOPE OF WORK

ANNEX C
Contract No. _____

TECHNICAL PROPOSAL

ANNEX D

Contract No. _____

QUALITY CONTROL STANDARDS

1.0 General

The standards for performance of the Works set forth herein are intended to provide a minimum standard of reference for Contractor's performance under this Contract. Acquisition of data during times when one or more of these minimum works standards are not attained shall not be charged for by Contractor, nor payable by Company unless otherwise provided in this Contract.

The Party Chief of Contractor's crew will have the responsibility to ensure that all instructions are followed.

Company will provide contractor with a QC parameter set / checklist for each individual project, implementation of the parameters shall be monitored by the company representative at the crew. Prior commencement of production of each specific project a startup audit shall be performed.

Company may require cessation of the recording operations at any time if Contractor's performance or data acquisition is substandard.

Company resp. Company representative will have at any time the right of access to all aspects of the operation, including all logs and data (technical and narrative) relating to the operation and their quality control.

Contractor shall be responsible for bringing malfunction to the attention of the Company and shall inform the representative if the quality control criteria are not met and shall obtain his permission before changing any field parameters.

Contractor will ensure that every missed record and every missed or substandard shot is properly recorded on the Observers logs.

Recording parameters and any deviation from the program issued by Company cannot be changed without written permission of Company.

Equipment testing - the seismic equipment shall be tested according to the manufacturer's schedule and shall meet the manufacturer's specifications. The test schedule will be made available to Company for approval prior to the start of a survey.

During operations, reasonable deviation from designated line, survey location may be made to avoid impassable or hazardous areas, or objects situated on the lines. Any deviation from the planned program need the written approval of the company.

Contractor shall repair and document promptly any property damage due to seismic activity within the limits of the means of Contractor's Personnel and Contractor's Equipment. Contractor shall report all damage and particularly all non-crop damage

immediately to Company Representative regardless of any repairs, which are carried out.

Contractor to document by PPV meter records and imagery that all measures are taken to stay in safe working distances to existing infrastructure / buildings in case operation takes place nearby.

Contractor will report the results of the work to Company under the following circumstances and conditions:

Company Representative will be informed of the work's progress and accompanies regularly the field unit during operations.

Contractor will maintain proper and accurate records of operations conducted. Following completion of operations (and during the course of the work to the extent practical) Contractor shall send to Company Representative (or to another person or place designated by Company), the seismic records, basic information and survey charts and maps.

All operations shall proceed and all Contractor's Personnel shall abide by the laws, customs and practices (local or otherwise) of the working area and as otherwise required in this Contract and the Contractor shall ensure that personnel are informed of the same.

1.1 Health Safety and Environmental Guidelines (see also Annex F)

The Company is committed to maintaining the highest standards in Health Safety and Environmental protection.

The Contractor is required to submit one copy of his Health Safety and Environment manual(s) to the Company.

The Company upholds the standards agreed by OGP (former E&P Forum) and the IAGC, but recognises that advances are always made, and therefore the following documents should be considered as part of this contractual agreement and in the case of any conflicting standards amongst them, the more stringent standards should apply.

In the course of developing its own QHSE system, Company requires that the Contractor together with the Company Representative and Companies QHSE department prepare a planning document which reviews all documented HSE standards and agrees on the detailed application of these guidelines to the specifics of the survey area. This shall be done prior to start of recording operations, and the contractor should allocate time accordingly.

The OGP documents referred to in this contract are:

HSE aspects in a contracting environment for geophysical operations (scheduled and plans), Report No. 6.92/317.

Land Transport Safety Guidelines, Report No 6.50/238.

Guidelines for HSE Auditing in the Geophysical Industry. Report No 6.53/245.

Glossary of HSE Terms. Report No. 6.52/244.

Managing Health for the operations in oil & gas field activities, Report No. 343.

Helicopter Guidelines for Seismic operations, Report No. 351

Watercraft & water in geophysical operations, Report no. 355
HSE competence assessment training guideline for the geophysical industry,
Report No. 6.78/292

Contractor is requested to keep its QHSE standards up to date with the standards being applied in the industry worldwide.

Whilst working in areas protected by environmental law, contractor shall conduct all its activities in strict adherence to Romanian legislation or international regulations if applicable.

2.0 Surveying Specifications

This section contains topographical positioning and surveying specifications for land seismic acquisition operations. Land surveying activities are utilized to provide plan and height coordinates for control and source/receiver stations in the area of operations.

2.1 Survey Objectives and Specific Project Requirements

The objectives of land surveying operations are:

- a. To establish a Geodetic Framework for the area as a reference for plan and height coordinates.
- b. To establish control stations with surveyed plan and height coordinates throughout the site.
- c. To establish source and receiver stations in the required position and coordinated to the accuracy specified.
- d. To ensure coordinated points correlate with seismic records.
- e. To ensure all coordinates and associated data is presented in the specified data format.
- f. To ensure all items are delivered within the required timescale.

Specific details of the Scope of Work, Work Area, Work Standards, Project Commencement and Termination, Amendment to Standard Specification and any other project specific definitions are contained in the Project Schedule defining the detailed parameters of the project.

2.2 General Surveying Standards and Reference to External Control Documents.

Surveying standards applicable to the project should accord with good professional and good industry standards.

All final coordinate lists should be capable of independent verification and an audit trail must exist to allow re-computation by any third party from raw survey observations.

Survey methods must be self checking to include full closure of conventional and GPS traverses, avoidance of hanging legs outside survey control, avoidance of equipment settings which are not self registering and include the use of calibration and duplicate observations to verify system performance meets specification.

Line and point numbering shall be in accordance with that specified in the Work Project

Coordinate lists shall be presented in the UKOOA P1/90 format.

GPS terms, definitions of quality parameters and techniques (where applicable to onshore survey work) shall be as defined in "Guidelines for the use of Differential GPS in Offshore Surveying" published by UKOOA Survey and Positioning Committee, September 1994.

2.3. Line, Shot, Geophone Station Numbering.

The 3D Area or 2D Lines will be defined by the Company in the project Scope of Work. The Scope of Work will indicate the required, receiver lines, shot lines, and any other survey configuration required.

No other line or point numbers will appear on any documents or in any data submitted to the Company.

Particular care must be taken in unique referencing for geophone stations and shot points on the same line. Unless otherwise specified, shot point locations will be placed mid-way between chosen geophone stations.

An indication is required where any line point is outside the specified tolerance for a proposed location but within the permitted offset radius from that proposed location.

2.4. Responsibilities - Company and Contractor.

2.4.1 Contractor Responsibility

With due regard for the Project Contractual Requirements, Scope of work and Technical specifications, the Contractor is responsible to the Company to:

- a. Ensure sufficient suitable qualified and experienced personnel are available throughout the project.
- b. Ensure sufficient suitable equipment is available and operational throughout the project. Equipment should be of the correct configuration, provided with sufficient back up and calibrated to demonstrate its operation is within specification. Sufficient records should be maintained to demonstrate all equipment received appropriate factory calibration, field calibration and regular check observations throughout the project.
- c. Prove to the company that the equipment package specified is capable of achieving required precision and that sufficient redundant observations are available throughout the project to confirm reliability.
- d. Prior to the commencement of the project, demonstrate to the Company's satisfaction that proper procedures are in place, that these procedures are understood and will be followed by all personnel and that diagnostic and other information will be available throughout the project to verify that these procedures are being followed.

- e. Obtain all necessary frequency licenses, import/export approvals, any other documentation required by Governments and other statutory authorities to allow execution of the survey aspects of the project.
- f. Ensure that all data and documentation relating to equipment, calibrations, techniques, operations, results, observations, quality and all activities carried out as part of the project are available to the Company or the Company's on-site representative.

The Company will not insist on the Contractor releasing commercially sensitive information on equipment or techniques as long as sufficient information and results are available to demonstrate that the equipment and techniques fully meet project requirements.

- g. Utilize GPS satellite or conventional survey methods, as directed by the Company, to verify geodetic control, establish control stations, set out lines and points, measure required offsets and provide three dimensional coordinates of all locations specified in the contract.
- h. Prior to mobilization deliver, to the Company for approval, sample data and files to ensure raw and final data conforms to contractual requirements.
- i. Acquire, store, safeguard, process and present all data required as part of the project in accordance with contractual requirements and within the specified tolerance.
- j. Ensure, as far as is practical, that the line and point positions specified in the survey design are accurately marked in the field prior to acquisition.
- k. Deliver all products to specified parties within the time frame indicated in the contract.

2.4.2 Company Responsibility

It shall be the Company responsibility to:

- a. Explain and interpret any survey requirements, techniques and information on request from the contractor until the Contractor confirms his understanding of the objectives of the survey.
- b. Supply to the Contractor geodetic parameters (datum, spheroid, projection, datum shifts, geoid/spheroid separation), primary horizontal control station coordinates, bench mark elevations and station descriptions to be used as a geodetic framework for the project.

Alternatively, the Company will agree a geodetic framework proposed by the Contractor or assist the Contractor in obtaining such information.

- c. Supply to the Contractor, if applicable, survey parameters, survey program, historical data, information on previous exploration work, well coordinates, coordinates of existing seismic permanent markers, topographical data, remote sensing data or any other information needed to design and execute the survey work.
- d. Assist the Contractor in obtaining documents, maps, charts, coordinate data, height data and other spatial information where these items are not available through normal market channels or where the area authorities require the Company to personally acquire such items.

2.5. General Procedures, 3D or 2D Seismic Survey.

- a. All operations shall be carried out in accordance with contractual requirements and in line with good, professional survey practice.
- b. All equipment shall be calibrated, operated and maintained in accordance with manufacturers' specifications.
- c. All data shall be recorded in an unambiguous way and in a way to allow precise correlation with other exploration data.
- d. Where differential GPS (DGPS) data acquisition is utilized, a series of one meter baselines shall be established in an open area and all receivers (static control and mobile back-pack) shall be calibrated over these baselines. Calibrations shall be carried out at the start and end of the survey and at monthly intervals. Agreement shall be better than 2 cm. over the one-meter baseline.
- e. Where conventional Total Station survey equipment is utilized, a one-kilometer baseline shall be established and all sets of equipment calibrated over this baseline. Frequency shall be as in 'd' above and agreement to be better than 10 cm.
- f. Where DGPS and Total Station equipment are utilized, in addition to the calibrations in 'd' and 'e' above, the DGPS equipment shall be calibrated over the one kilometer baseline with an agreement of 10 cm.
- g. For 3D or 2D seismic acquisition, the acquisition pattern shall be established as specified and plan and height data shall be collected for all receiver and shot locations.

2.6. General Techniques - Use of Conventional and GPS Based Systems.

- a. The Company will specify or agree the origin for the geodetic framework upon which the project coordinates will be based.

The Company will specify to which Datum, Spheroid and Projection coordinates will be referred and whether heights are to be referred to mean sea level or the chosen spheroid. The Company will also specify or agree datum shift parameters to be used should it be necessary to carry out one or more datum transformations.

- b. Should more than one control station be available as a source of horizontal or vertical control, a differential GPS network shall be observed to include all control stations which will input to the final control network. The Contractor must decide, subject to Company approval, whether to adopt a best mean fit of several control points or whether a single origin station should be chosen.
- c. Should additional horizontal and vertical survey control be required to meet project requirements, this shall be supplied using a carrier phase GPS network. The design of the network shall be subject to Company approval.

The network shall be fully connected to the original survey control and adjusted to it using a least squares solution. At least two three-dimensional vectors must be used to coordinate each additional control station. Datum shifts and spheroid to geoid height corrections shall be applied as required.

- d. Line and point setting out may be carried out using real-time kinematics (on-the-fly, back-pack) GPS equipment or conventional survey (Total Station) methods. Whichever system is utilized, line points established must be tied directly or indirectly to a survey control station at each line extremity and lateral ties made to adjacent lines or control points at specified points along the line.
- f. Final coordinates shall be in a format acceptable to the Company and shall include, but not be limited to, Line Number, Point Number, Latitude, Longitude, Easting, Northing and Height.

2.7. Survey Techniques - Conventional and GPS Based Systems

It is the responsibility of the Contractor to demonstrate to the Company that survey techniques to be employed on the project will meet the contractual requirements of the project and produce data to the required specification.

Detailed proposals to meet the requirements of each individual site must be submitted to the Company for approval. The following guidelines on techniques indicate the principles to be employed during general exploration survey work.

2.7.1 Conventional Total Station Survey Techniques

Conventional survey work should employ but not be limited to the following guidelines:

- a. Total stations with automatic recording of horizontal angle, vertical angle, distance and codes should be utilized.
- b. Force centering or optical plummets to be employed.
- c. Azimuth control to be provided by sun azimuths or check orientation on distant control stations. Sun shots will be carried out every morning as least three hours before local noon.

- d. Survey traverses shall commence and terminate on survey control stations. No hanging leg traverses will be permitted.
- e. Between adjacent survey stations, two rounds of horizontal angles, reciprocal vertical angles and reciprocal distances must be observed.
- f. Single height prism poles shall be utilized.
- g. Raw survey data shall be retained and shall be available to the Company for verification of computations at any time.
- h. Survey computation methods and data formats shall be subject to agreement by the Company.

2.7.2 Static Relative Carrier Phase Differential GPS Techniques.

Static GPS survey work should employ but not be limited to the following guidelines:

- a. GPS receivers shall be capable of recording carrier phase measurements.
- b. Each receiver must be capable of receiving at least 8 satellites.
- c. At least two vectors must be utilized to coordinate any new control station.
- d. Software capable of rigorous spatial adjustment of a network or capable of producing vectors which are then subject to a least squares adjustment shall be used. Computation methods shall be subject to Company approval.
- e. Maximum baseline length for dual frequency receivers capable of utilizing the code on the second frequency is 100 Kms. Baseline lengths for other systems are 40 Kms.
- f. A minimum of six healthy satellites above a mask angle of 10 degrees shall be utilized at all times.
- g. Station sites shall be chosen such that multipath effects are minimized.
- h. Reporting and data output should clearly demonstrate the processes applied to the GPS raw data and allow independent verification of coordinates.
- i. Results must be available in WGS 84 and transformation to working datum auditable.
- j. Duration of observation shall be that recommended by the manufacturer to meet the accuracy requirements of the project. Results shall be post processed.

2.7.3 Real Time Kinematics GPS Techniques

Dynamic GPS survey work should employ but not be limited to the following guidelines:

- a. Real-time Kinematics (RTK), 'on the fly', rapid static GPS techniques may be employed.
- b. Base stations shall be established on survey control points.
- c. Transmission of base station corrections shall be by VHF radio and baselines limited to 10 KMS unless the Contractor can demonstrate that contractual accuracy can be met with longer baselines.
- d. The first and last points of any observing session shall be a check shot to a point of known coordinates.
- e. Fixed height antenna poles shall be utilized.

- f. A minimum of six healthy satellites above a mask angle of 10 degrees shall be utilized at all times.
- g. Station sites shall be chosen such that multipath effects are minimized.
- h. Coordinates shall be in the working datum with a record maintained of corrections applied to WGS 84 observations.

Contractor shall submit, for Company approval, detailed operating procedures for all survey work.

2.8 Geodetic Framework - Datum, Spheroid and Projection

The Geodetic Framework for all coordinates will be specified or agreed by the Company and will comprise the following:

Datum: Working Datum to be used as a basis for all project coordinates.

Height Datum: Height above mean sea level or chosen spheroid.

Spheroid: Working Spheroid to be used as a basis for Latitude and Longitude. Spheroid to be defined in terms of Semi-major axis (a) and inverse flattening (1/f)

Projection: Working Projection to be used as a basis for Eastings and Northings.

Projection to be defined in terms of:

Latitude and longitude of origin

Scale Factor

Central Meridian or Standard Parallel

False Easting and False Northing

(Or otherwise for non-standard projections as long as a full projection related data set is recorded)

Shifts: Datum Shift Parameters to be used for conversion to the working datum from satellite datum, Government datum or other historical datum.

Shifts to include - Del X, Del Y, Del Z

Rotations to include (optional) - Rot X, Rot Y, Rot Z

Scale Change (optional)

Height Corrections: Geoid to chosen Spheroid correction.

2.9 Choice of Origin Coordinates - Plan and Height

The origin coordinates will come from one of a number of sources. The Company will require or agree the origin coordinates for each project.

Coordinates may be defined in terms of the following:

1. Plan and height coordinates in National Datum of the territory within which the survey is taking place. One or more stations will be available and horizontal coordinates will be in National Datum Eastings and Northings with heights above mean sea level.
Accuracy may be sub meter, where rigorous survey control exists
2. Plan and height coordinates from previous exploration survey projects in the area or from adjacent exploration survey projects. In this case, consistency is more important than accuracy.
3. Plan and height coordinates derived by precise GPS network observations incorporating fundamental GPS control points outside the area. Accuracy within one meter will be derived in WGS 84 datum with heights above that spheroid.
4. Long term static (three to four days) observation using a single precise GPS receiver. Accuracy within two meters will be derived in WGS 84 datum with heights above that spheroid.
5. Other local, arbitrary or Company preferred origin which may include some of the above.

2.10. Primary Survey Control - Plan and Height

If insufficient primary survey control exists to meet the specified requirements for horizontal and vertical control then the Contractor shall carry out densification of primary survey control by relative static carrier phase GPS satellite survey methods, as directed by the Company.

Control densification networks must contain a redundancy of observations to every point and be fully adjusted to provide a homogeneous network to meet specified requirements throughout the site. The tolerances applicable to primary survey control survey shall be met.

The Contractor will submit proposals for control densification for Company approval. Proposals and work schedule shall allow time for the full control network to be observed and adjusted prior to commencement of operations.

All primary stations shall be permanently marked, referenced to adjacent detail and fully documented to allow future re-location.

Primary control shall be established to the extremities of the site such that, in general, site control can be established within the primary control network.

2.11. Secondary Survey Control - Plan and Height

The Contractor shall survey a control framework and establish stations throughout the site from which receiver and source shall be set out. The density of control will vary with the nature of the project and will be specified in project requirements.

Whereas primary survey control must be completed and adjusted prior to commencement of acquisition, secondary survey control need only be completed in a timely manner on an area by area basis as long as each secondary control network is closed out to primary survey control prior to utilization.

Secondary survey control shall be based on primary survey control and shall be established by relative static carrier phase GPS observations. Secondary control networks must contain a redundancy of observations to every point and be fully adjusted to provide a homogeneous network to meet specified requirements throughout the site. The tolerances applicable to secondary survey control shall be met.

All secondary stations shall be permanently marked, referenced to adjacent detail and fully documented to allow future re-location.

In difficult or congested terrain, the Contractor may prefer to utilize conventional Total Station survey traverses to install secondary control. The Company's approval must be sought prior to use of this technique. Permission to use conventional techniques in difficult area will be given sympathetic consideration as long a good survey practice is maintained there is no cost implication to the Company and tolerances continue to be met.

2.12. Setting-Out - Real-time Kinematics and Conventional Positioning Techniques.

The Contractor shall base all setting out survey of lines, points, source and receiver positions on survey control framework.

Conventional survey or precise differential GPS techniques may be used. Applicable tolerances shall be met at all times.

For 3D or 2D seismic acquisition, where source and receiver locations are co-linear, receiver stations may be set out using RTK or conventional survey methods.

For 3D or 2D seismic acquisition, where spatial patterns of receiver and source positions are utilized, each point must be separately established using RTK or conventional survey methods.

Each line point shall be identified with a marker, which will remain in place for the duration of the survey. Each marker shall carry a line and point number for unique identification

Changes of slope along the line, which cannot be interpolated, from point elevation shall be additionally surveyed to ensure a complete and accurate longitudinal profile of the line may be recorded.

Receiver points, which are physically inaccessible, and source points which are inaccessible to source crew, may be offset within the limits set in the contract. The location of each point shall be surveyed, referenced appropriately and offsets noted. Where sources are offset from established lines and where horizontal and vertical offsets cannot be estimated within

tolerance, actual source points must be marked and coordinated by a survey crew returning to the location. Records must be updated accordingly.

Where RTK GPS observations are utilized, repeat measurements must be made regularly and results compared to confirm system accuracy. At the start of each day, the last point of the previous day must be re-observed and after each refreshment break, again, the last point occupied must be re-observed. At the start and end of any line or area, the coordinates of a control point must be observed. System accuracy must be confirmed at any control point within 2 Kilometers of any line setting out operation.

Where conventional Total Station survey work is carried out, whenever the instrument is moved, the last point surveyed from the previous instrument station must be re-observed and results compared to confirm system accuracy. This is in addition to always surveying closed traverses between control stations.

In addition to line setting out points, intersection points of two lines shall be surveyed and plan and height coordinates derived. Line points and permanent markers from previous surveys shall be tied in where these can be observed during line observations as shall existing wells.

For each traverse or survey loop (conventional or GPS) a closure summary shall be computed and details supplied to the Company Representative.

2.13. Offsets and Source Control

Survey crews should set out and coordinate source positions, which they estimate will be accessible for vibrators and source crews.

Where the staked source location cannot be achieved and small offsets in near flat terrain conditions are necessary these can be estimated by the source crew so long as tolerance is achieved. For offsets in steep terrain, laterally greater than 10 meters or vertically greater than one meter, the actual source position must be marked and a survey crew utilized to survey the precise coordinates.

Where real-time vibrator tracking is employed, coordinates of the center of gravity of the vibrators should be compared with the nominal coordinates and on-going checks made to verify that vibrator positions are within specification.

2.14. Data Processing

Without revealing any proprietary techniques, the Contractor must explain the workings of software to be utilized, demonstrate its effectiveness and provide sample results for Company Approval.

The Contractor must be capable of on-site processing of all data and have the ability to process and document all observations in such a way as to ensure confirmed coordinates are available to support progress of the survey throughout acquisition operations.

Computation of GPS shall be by rigorous statistically verified techniques.

Survey control adjustments shall provide least squares solution with statistical analysis.

The Contractor's software must be capable of working in WGS 84 and all other Government and Company datums required by the project. The software must be capable of converting between datums and carrying out geoid to spheroid height transformation using recognized models (eg.OSU91a). Audit of data at all stages of any transformation is a requirement.

Curvature and refraction corrections must be applied to trigonometrically heightening computation.

Scale factors must be applied to conventionally measured distances.

Rigorous hierarchy must be maintained. Primary control must be computed, adjusted and fixed. Secondary control fixed in relation to primary control. Line points computed between progressive control points.

Line intersection points should have the same coordinate value on all lines passing through the point.

Contractor Quality Assurance should ensure the following:

1. All line points are utilized - no gaps, no duplicates.
2. Header data is correct and complete.
3. Line and point numbers should be verified against the coordinates for 3D or 2D.
4. System should ensure that updated offsets are applied to the data set.

The Contractors format for the presentation of final coordinate data must be submitted to the Company for approval. Sample data dates must be submitted prior to commencement of the survey for the Company to use for test processing. Shot point location maps shall show lines, line numbers, first/last point, turn points, point numbers every 2 cm at map scale, well, and other details specified by the Company representative.

All raw and processed data, documentation and quality control data should be made available to the Company, or the Company on-site representative, on request.

2.15. Tolerances

The following tolerances shall apply unless notification to the contrary is received in writing from the Company to meet the specific requirements of any particular project:

- a. Maximum baseline length for dual frequency GPS receivers capable of utilizing the code on the second frequency is 100 Kms. Baseline lengths for other systems are 40 Kms.
- b. Conventional control traverses not to exceed 30 Kms.
- c. Azimuth control shall be provided at intervals not exceeding 10 Kms.
- d. Horizontal closing accuracy shall be 1/10000 of conventional traverse length of distance between GPS stations and 1/5000 of conventional traverse length of distance between stations in case of usage of Total Stations within hilly forested areas, only in rough areas.
- e. Vertical closing accuracy for 3D or 2D seismic lines shall be 0.25m multiplied by square root of traverse distance in Kms. or distance between GPS stations in Kms.
- f. RTK baselines shall not exceed 10 Kms.
- g. Total Station sightings shall not exceed 1000m.
- h. Line points and control station coordinates should be consistent to 0.1 meters horizontally and 0.1 meters vertically
- i. The Company will inform the contractor of the maximum allowable deviation from the specified line and point position on a project by project basis.

2.16. Permitting and Land Records

If requested by Company:

In order to obtain access and assess any compensation necessary, details as to landowners needs to be maintained on a line by line basis.

The Contractor's surveyors are responsible for maintaining topographical maps indicating land ownership, land access and extent of any line intruding on any individual land owner's property.

This accurate information needs to be available to Contractor personnel responsible for negotiating access and assessing compensation.

A digital copy of the permitting database shall be delivered to Company after project termination.

2.17. Schedules and Timing

The Company will deliver with the Tender Documents:

Details of the site.
Details of the acquisition program
Anticipated timescale

The Contractor will deliver with his proposal:

Full technical and commercial proposals
Survey and data processing system proposed
Personnel details

The Company will deliver prior to mobilization:

Geodetic parameters (Datum, spheroid, projection)
Control stations to be utilized
Site specific survey parameters

The Contractor will deliver prior to mobilization:

Control survey report and coordinates
Instrument calibration certificates
Data tape formats and test tapes for processing

The Contractor will make available during the survey:

Access to all survey data and computations
Land ownership data and maps

The Contractor will deliver on completion of the survey:

Final report, coordinates and maps in a form specified by the
Company Representative

2.18. Deliverables

In addition to regular progress reports during the project and access by the Company to the Contractor's survey records, results and coordinates during the project, the Contractor will deliver the following within four weeks of completion of the project.

- a. Control survey report with geodetic parameters, coordinates and station diagrams.
- b. Coordinate data files in specified format.
- c. Final report containing details of operations, equipment, results, processing, personnel, data, QA controls, critique on the project and recommendations for improvement.

2.19. Performance Monitoring and Quality Control.

During the project, the Contractor shall carry out internal Quality Assurance checks in all areas of survey activity. Results of these reviews shall be fed back to the Company in weekly progress reports.

The Company shall be made aware immediately of any findings which affect the timing and quality of any deliverables or which will have a commercial implication to the Company's operations in connection with the project.

The Company representative will need access to all records, data and documentation in order to carry out Quality Control verification and to allow him to keep the Company Exploration Department informed as to the progress of the project.

2.20. Audit Compliance and Procedures.

The Company will, in conjunction with the Contractor, establish a schedule of audits to ensure compliance with agreed procedures. These will include, but will not be limited to:

- a. Initial technical survey audit to ensure requirements are fulfilled.
- b. Audit of geodetic and control survey data.
- c. Regular systems audits to verify requirements continue to be fulfilled.
- d. Project review on completion to assess effectiveness of the operation.

The Company will keep the Contractor informed as to the progress and content of any audit and invite participation from the Contractor as appropriate. Results will be available to the Contractor and agreed actions will be implemented in such a way as to be of maximum benefit to the project as well as assist the Contractor in his QA activity.

3.0 Line Preparation

Standard of Lines

All line shall be as per work programme, and any deviation from programmed position must be approved by the Company Representative. As a guide, cumulative bends should not exceed 5 degrees in one half of one normal spread.

Environmental protection is of utmost importance to the Company, and as such any line clearance or cutting methods must be approved by the Company, prior to operations beginning. The Company reserves the right to restrict the use of bulldozers, chainsaws and other clearance tools.

If line cutting and bulldozing is considered necessary by the contractor, the Company Representative must approve each individual cut. The line should then be cut with a minimum disturbance to the surface and should be to a minimum width for the required access. Detours may be required around steep slopes and other obstacles, and are subject to the approval of the Company Representative.

The centre of REC – SP/VP positions will be as close to the staked locations as possible (+/- 1m).

All geophysical points (source or receiver) lying on a deviate positions from programmed line positions must be re-surveyed.

Each source position will be placed so as to minimise damage to the surface, to subsurface aquifers and to any structures or buildings.

All source- and receiver positions must be marked - line number and position clearly visible.

4.0 Drilling

4.1 Damage to Property

Shothole and UH drilling must conform to the safe distances as laid down in the appropriate local Government Regulations or "IAGC-Standards" and approved by Company. The driller and Party Manager are responsible for avoiding drilling through water lines and drains, tanks, pumps, oil and gas pipelines, electricity or communications cables.

If an uncontrolled flow of water or gas is struck, this shall be reported immediately to the Party Manager and Company Representative, who will take action as specified in the Government Regulations or "IAGC-Standards".

Drillers should take care to avoid low overhead wires.

Any damage to property must be reported the same day to the Company Representative as well as to the owner and make arrangements for repairs or restitution.

Underground cables and pipelines - the contractor is responsible for obtaining any necessary maps of underground cables and pipelines and ensuring that drilling does not damage these.

Power lines - except with the explicit permission of the Company Representative and with such precautions as he specifies, no shothole will be laid out or drilled closer than 100 m to an overhead power line. In any case, the mast of a drill will not be raised with any part of the drill within 10 m horizontally of any overhead power line.

Usage of chargeable items shall be logged on a daily basis.

Hole Location - holes shall be drilled within one metre in the line direction of the station mid point and within 5 m at right angles to this.

4.2 Safe Operating Distances

Safe source operating distances from various objects such as pipelines, water wells, buildings, etc. shall be communicated to each crew by the Party Chief.

After consultation of Company Representative Contractor may offset / omit or reduce the source effort at source locations planned violating safe operation standards.

No shotpoint peg should be drilled if on a unsafe location. If possible do not drill on the part of the line used by vehicles. Under no circumstances holes shall be drilled on the carriageway of either public or private roads.

5.0 Equipment Maintenance, Testing and Recording

5.1 Equipment Maintenance and Testing

The crew shall furnish Company a test tape from the instruments and the seismic equipment that will be used by the crew. Before shipment to Company, the test tape will be analysed locally and the results approved by the Company Representative. The tape will be made not more than fourteen (14) days prior to beginning work for Company or starting a new project. The test tape will include tests that will prove that the instrument is within all manufacturer specifications. This tape will also include hardware similarity tests on all vibrators. The instruments and vibrators will be approved by Company's Representative before work commences (startup audit).

These instructions pertain to the initial test tape as well as daily and monthly instrument field test procedures. The monthly and initial test tape will be recorded and sent to Company. The daily tests will be noted on the daily log and recorded on the data tape each day. If the daily tests can be processed on the instrument the/a copy of the results should be copied to disk and made available for Company Representative. The Company Representative will provide detailed instructions for running daily tests and specific file number if required by Company.

Logs of the number of geophone strings, cables and station units tested per day shall be kept; this should include the number of failures observed. The figures are to be summarised on a daily/ monthly basis and included in the reporting.

Graphical analysis of the test results will be completed monthly. The information will be stored on paper prints and on computer disc if available.

This information should be forwarded to the Company Representative.

5.1.1 Geophone testing

Prior to the start of a survey all geophones shall be tested on the SMT 100 or other approved means, to confirm that every geophone to be used operates within the manufacturer's specifications for sensitivity, natural frequency, damping, resistance, impedance, distortion and polarity.

Geophone parameter tests and leakage tests to be conducted on a continuing daily rotationally basis in camp. such that all geophone strings are tested a minimum of once per month. All strings shall be left to stand for approx. twelve hours and than tested. Minimum leakage testing specification shall be greater than two (2) MegOhm. Geophone elements shall comply with manufacturer's standards.

All damaged cable and geophone out of specification are to be replaced.

These tests will also be done prior to the initiation of an assignment and after any repair work.

On the line the geophone strings are to be checked with a GRIP meter. This shall be calibrated for one string only, in order that the geophone strings are tested individually prior to connection. On a daily basis an Observer shall check that each meter is operating correctly, before the commencement of operations.

5.1.2 Cable Testing

Continuity and leakage shall be part of the routinely tests in camp once per month. Total leakage resistance to earth and between channels shall exceed 10 MegOhms. After any repair each cable section will be checked for correct wiring and polarity both end-to-end and to takeouts. For telemetry systems leakage and continuity tests will depend on the system. Common mode rejection ratio (CMRR) tests will be done as part of the tests where applicable.

5.1.3 CDP cable systems

For every recording cabin set-up the relationship between roll-along positions and station number will be checked by disconnecting 2 groups (beginning and end of active line) and the relationship logged in the observer's report. When the total number of groups on the ground exceeds the number of separate pairs, so that two geophone groups may be connected to the same pair, the unused part will be unplugged before shooting. No cable section will be plugged in until it is laid down completely and geophone groups connected, and any cable section will be unplugged before starting to pick up the cable or phones.

5.1.4 Daily tests

Daily tests shall be recorded first thing in the morning. As a minimum the following tests should be recorded to the production tape and output to the camera:

- Instrument noise and offset
- Test pulse on internal resistor
- Test pulse on geophone*
- Ambient line noise
- Correlator self-test

The ambient line noise strip must be repeated at approximately mid-day and whenever there is a significant increase in the ambient noise (e.g. wind noise).

In addition, the results of the geophone pulse test and the RMS noise and offset tests on the station units are to be displayed to the printer. Only the stations outside of the manufacturers defined values should be listed.

Should the recording truck be moved during the course of production, the above tests shall be re-run at the new recorder location and put to tape.

Any unusual phenomena noted during the tests should be fully explained on the monitor records and noted on the Observers log. All paper monitors records should be kept on the crew, for a period of at least three months.

*A 5% sample error value should be utilized against a chosen impulse response model; this model should be updated during the day to allow for changes in its characteristics with temperature variations.

5.1.5 Line changes

A line checker or equivalent is to be used to check the new receiver line as it is laid out. It should be used to pulse the geophones and run status and transmission tests on the station units. Prior to commencing production on a new line, both the station units and the geophones are to be pulsed by the recording unit, with the results being output to screen and camera for verification and correction as required.

5.1.6 Monthly tests

As per the daily tests, with all station units being tested and serial numbers recorded. In addition the station units are to be rotationally tested for distortion, utilizing an external oscillator, as per the manufacturers specifications. Each station unit should be rotated through this test program at least every two months, with available tests results being processed monthly. Serial numbers of all the station units tested are to be recorded. The test result summary must be included in the crew monthly report, together with details of the corrective action taken to deal with any deficiencies noted.

5.2 Recording Specifications

5.2.1 Recording

A new tape will be used for the start of each Swath or Line, and tapes will be numbered sequentially throughout a contract. All test tape numbers will be prefixed (TEST)

5.2.2 Daily Log

The recording crew will keep a detailed observer sheet. In order to assist processing of the data, such items as pertain to normal daily recording operations will be frequently noted in detail as will any deviation from normal procedures. Such logged items will include, but are not limited to: date, location, line number, line direction, region, project number, shot point numbers and time of day shot, reel numbers, sweep parameters, charge weight, source pattern, shot depth, adverse weather, radical changes in surface soil type, source locations, cultural noise sources, missed shots, source and receiver offsets, stepper switch locations (CDP systems only), auxiliary channels, tape format and use, surveying problems, names of the observers and observers' signatures, etc. Documentation of the above data will be strictly enforced.

5.2.3 Monitor Records

Unless specifically instructed otherwise, a monitor (preferably read after write) shall be made on every source point. The observer should make "AGC" and "Fixed Gain" displays on first shots after a change of instrument position. Specific display parameters and auxiliary information will be established by Company Representative. Each monitor will be labeled with its proper vibration or shot point number. All monitor records will be retained according to instructions from the Company Representative.

The observer will check each monitor before the next shot for:

- 1) Uphole recorded and consistent with hole depth
- 2) Reversed, dead or excessively noisy traces
- 3) Shot in the correct position relative to the spread
- 4) Energy consistent with surrounding shots

Any errors, reversed, dead or noisy traces and misfires shall be accurately logged.

An independent 100 Hz timing signal is to be recorded to an auxiliary channel and recorded to tape. This can be used in the processing center to check the system clock accuracy if system-timing errors are suspected.

5.2.4 Field Tapes

Original production field tapes (and hence their copies) will consist of summed and correlated data performed in real time for Vibroseis and raw data for dynamite records.

These tapes will be in a standard S.E.G.-format. The original data tapes will be forwarded first to Company.

5.2.5 Cable Source Diagram

A cable / source diagram will be included with each data shipment, showing source position for each source location, source spacing for multiple units, spread configuration showing group interval and source gap location, offset trace spacing, geophone array configuration and geophone string connection diagram.

5.2.6 Line Traces

All crew vehicles will be furnished detailed sketches showing line and source point locations, best routes to and from the prospect, location of bridges, canals, villages, tracks, etc. Special conditions that landowners place on permits to enter will be explained daily in detail by the Party Chief. A copy of these sketches will be maintained in the filed office for Company personnel and a copy will be forwarded to the processing center with each data shipment. These sketches should also include information on major elevation and terrain changes and ground condition changes.

5.2.7 Line Coverage

Lines will begin and end at a sufficient distance to provide full normal subsurface fold at points designated as the start and end of the line or as defined by the Company Representative.

Pre acquisition

Color coded fold coverage map or diagram are to be produced (within defined offset ranges if required) on a regular basis for the entire survey. Copies of the coverage plots must be submitted to the Company Representative, for approval, at least one week before the estimated acquisition date.

Post acquisition

Color coded fold coverage map or diagram are to be produced (within defined offset ranges if required), using the recorded data, as soon as is practical. Copies of these plots must be submitted to the Company Representative. Any discrepancies between the pre and post acquisition plots must be brought to the attention of the Company Representative. On no account shall the fold drop below a certain level for offsets defined by the Company Representative.

5.2.8 Noise

Crew Noise:

Noise generated by movement of crew personnel and equipment will be kept at a minimum level. The recording truck will not be parked on a live group. If the truck must be parked on the line, the affected trace or traces should be noted on the log and 'killed' on the record.

Wind noise:

When levels of ambient noise exceed 12 microV for more than 50 % of the spread, data acquisition must stop. Wind noise levels should then be monitored until suitable conditions exist for the re-commencement of data acquisition. The Company Representative must be immediately informed of all such occurrences.

Construction/drilling activity noise:

If such noise is expected or observed on the recording system the Company Representative must be immediately consulted. If the Company Representative considers that the noise levels are considered unacceptable, data acquisition must stop.

Ambient Noise Test

An ambient noise test should be done at the start of daily production recording in the prospect and repeated if noise changes radically.

Total ambient noise will not exceed a value set by Company Representative.

5.2.9 Data Quality Familiarity

Company will familiarize the Contractor's Party Chief and observers with expected monitor record data quality. Key crew personnel will keep up with present line data quality through the Company Representative.

5.2.10 Skip Management

The procedure for filing skips will be communicated with the project parameters. The skips must be reflagged by the surveyor if they are not in place. Large-scale line skips must be communicated, at least one day prior to reaching them to the Company Representative. Skip diagrams for unusual cases will be made before shooting. Copies of these diagrams will be sent with the data tapes to assist the processors.

5.2.11 Defective Traces

All traces are expected to be good at all times.

All defective traces must be repaired immediately within acceptable time.

A trace shall be defined as defective:

1. When it has a time shift of more than one (1) millisecond or exhibits any phase shift as determined by the pulse method when production filters are in use.
2. When controllable noise exceeds by at least six (6) decibels that exhibited on adjacent traces of a stacked record for a continuous period of one (1) second during the recording cycle.
3. When the digitally recorded channel does not meet manufacturer's specifications for gain accuracy, harmonic distortion, channel isolation,

dynamic range and system noise as tested in accordance with manufacturer's instructions.

4. When the trace is dead.

Excepting unavoidable cultural factors, recording will cease if the following number of bad traces is exceeded:

The number of dead or excessively noisy traces should not total more than 1 % of all traces recorded and there should never be more than two adjacent dead channels within 60 stations of one another.

5.2.12 Mis-records and Defective Recordings

Mis-records and defective records as defined must be re-acquired. No defective records will be accepted unless mutually agreed by Company's Representative and Contractor. For this reason, the observer's log must clearly identify the problem records and describe the error fully.

Mis-records are defined as:

1. No initiation of shot or of sweep on any vibrator unit
2. Data are recorded with incorrect instrument settings.
3. Data are unidentifiable.
4. Loss of magnetic recording occurs during designated record length.

Defective Records are defined as those when:

1. The number of defective traces exceeds limits.
2. Data is recorded without performing periodic instrument test.
3. Initiation of sweeps occurs on less than all on-line vibrator units.

5.2.13 Acceptable Recording Conditions

Recording shall commence only when the following conditions prevail:

1. When defective traces as defined do not exceed the limits prescribed.
2. Sufficient personnel are present to conduct operations efficiently and without detriment to the standards and specifications
3. Prior to each initiation of shot, Contractor will have taken all reasonable and prudent measures to ensure that:
 - a. The recording system is in proper working order.
 - b. The source and detectors are properly placed.
 - c. All monitoring devices are functioning.
 - d. Prescribed tests have been conducted.

5.3 Data Transmittal and Deadlines

A copy of the paperwork on all data transmittals from the crew to the processing center will be sent to the Company's Representative. Observer sheets and survey material will be sent with the field data tapes and documents to Company defined processing center no later than five (5) days

after completion of recording any given swath / line or as instructed by the Company's Representative.

5.4 Geophone and Cable Standards

5.4.1 Geophone Plants

All geophones in the spread will be planted to achieve the best possible coupling with the ground and proper vertical orientation.

Geophones will be planted in solid ground. No loose material including the leads will be in contact with the geophone case. Artificially filled earth will be avoided where possible.

Placement of geophones will be within 5 m of the specified spacing, except as noted below, and the group center will be within 30 cms.

5.4.2 Elevation Changes within an Array

If the change in elevation over the group exceeds two meters, the group will be shortened symmetrically or podded to keep this elevation difference less than 2 meters.

5.4.3 Cable Layout

Under normal operation conditions, no cable or geophone strings will be off the ground on vegetation. In wet conditions, geophone pigtails may be placed on or in vegetation to prevent leakage. Under no circumstances will the geophones be laid with taut wire between phones. If phones cannot be laid as directed for any reason, the Company Representative must be notified.

Spliced cables will not be used unless at the discretion of the Company Representative. The Company will not be responsible for downtime in the event of repairs being required.

5.4.4 High line pick-up

Efforts will be made to minimize the high line pick-up on the geophone jumpers. Damp equipment and wet ground are major sources for high line pick-up.

6.0 Source

6.1 Vibroseis operation

6.1.1 Number of Vibrators

The number of vibrators on line acceptable for continuous field operation will be defined by field parameters.

All vibrators should be positioned within the tolerances specified. Minimum of one additional vibrators must be tested before the start of production and at least one additional vibrator must be on the line at all times.

6.1.2 Vibrator Drive Level

Vibrator drive levels are to be maintained at the maximum levels possible, without exceeding the Q/C limits as provided by Company.

6.1.3 Vibrator Similarity Tests

Daily Control:

Radio Similarities

Radio similarities are to be run on all vibrators at the following times:

- At the start of production
- Around midday
- At the end of production
- If any vibrator is brought into production during the day.

The following plots are to be produced and scrutinized for discrepancies:

- Peak force v frequency
- Fundamental force v frequency
- Phase error v frequency
- Cross correlation pulse.

Weekly Control:

A hardware similarity test is to be recorded to a production tape once per week. These similarities are to be processed and the plots detailed above are to be produced, along with uncorrelated and correlated displays of the pilot and vibrator force. A covering letter must be available for each set of hardware similarity tests, this detailing the following:

- Date of test
- Test location (line no., V.P. no.)
- Ground conditions (soft sand, rock etc.)
- Possible explanations for any problems noted.

This information must be forwarded to the Company Representative within 24 hours of the test.

Monthly Control:

All vibrators should be tested using a Pelton VCIU2/or equivalent in „stand-alone“ mode (utilizing independent accelerometers) at least once a month. Vibrators may be tested individually, when it is convenient to do so. The plots detailed above should be produced. A covering letter must be available for each set of „stand-alone“ tests, this detailing the following:

- Date of test
- Test location (line no., V.P.no.)
- Ground conditions (soft sand, rock etc.)
- Possible explanations for any problems noted.

This information must be forwarded to the Company Representative within 24 hours of the test. Any vibrator which has undergone major maintenance work should also be tested with a Pelton VCIU2/or equivalent in „stand-alone“ mode before it is returned to line operations.

In addition to the above, a quarterly start time error test should be completed on all vibrators, to calculate the start time error between the true reference

sweep and the vibrator reference sweep and ensure it meets the manufacturers specifications. Vibrators may be tested individually when convenient. The results of these tests must be documented and submitted to the Company Representative within 24 hours of the test.

6.1.4 Vibrator Monitoring System

Vibrator performance should be monitored continuously by an automatic system. The printout of this system should be part of the seismic data.

Histograms/ graphs of the vibrator status information should be produced daily; these are to include information on the value for phase (average and peak) and ground force (average and peak) and distortion (average and peak). These give a good overview of the vibrator performance and copies of this information should be submitted to the Company Representative for inspection.

6.1.5 Vibrator QC limits

The phase difference between a pilot sweep generated at the recorder and a vibrator control sweep will not exceed plus or minus ten (10) degrees at any time during the sweep, in average five (5) degrees.

Start time delays must be less than plus or minus one hundred (100) microseconds of the reference.

The peak force measured will be within 10 % of the nominal value set for the vibrators. The force envelope will be such that there is less than 3 dB of variation over the sweep (ignoring the start and end tapers)

The vibrator should not show post correlation distortion artefacts of greater than -45 dB from the peak wavelet amplitude.

Maximum distortion of each sweep should be less than 50 %, average distortion less than 25 %.

The vibrators will conform to the S.E.G. convention of polarity which states the weighted sum of the base plate and mass accelerometer signals will be in phase with pilot sweep recorded on tape.

6.2 Dynamite Operations

6.2.1 Shooting

The shooter will conform to the Government Regulations and accepted safe handling procedures. The shooter will account accurately for all explosives pre-loaded and will also account for other explosives removed from the magazine. In particular, any unfired charges and any loss of explosives will be reported to the Company Representative, on a daily basis. (Applicable for Uphole Surveys if dynamite is used).

6.2.2 Shot Synchronizing Systems

The shot triggering systems will be checked for delays on a daily basis and any time the shot firing systems are changed, or the shooting box/radio combination is changed.

In addition, tests using a storage oscilloscope (or other instrument) will be conducted at least monthly to check the firing current and field timebreak timing relative to clock timebreak.

The shot accuracy is expected to be better than 1 millisecond or half the sample rate whichever is the shorter time. That is, the shot should be detonated within 1 millisecond (or half sample rate) of the start of recording.

The auxiliary channels should be used to record the clock time break, and the field time break, as well as the uphole signal, if recorded.

6.2.3 Hole Plugs and Clean up

Following completion of each shotpoint every shothole shall be plugged with an approved plug. This will be buried at least 30 cm and the hole filled in above the plug. All rubbish will be picked up. In operations across cultivated land all pegs will be removed, and unless agreed by the landowner, all drill cuttings will be put down the shothole or removed from the field.

7.0 Digital Field System Tests and Requirements

The recording system shall be tested according to the manufacturer's schedule and shall meet the manufacturer's specifications. This schedule will be submitted to Company for prior approval.

7.1 System Timing

System Timing should be accurate to 10 parts per million or to the instrument specification, whichever is the better.

7.2 Tape Transport Speed Variation

Tape transport speed should be such that the nominal bit density on tape is constant and the speed is according to manufacturer specifications.

7.3 Instantaneous Floating Point Amplifier (IFPA) if applicable

Calibration of the IFPA should be maintained such that all steps are functional over the full range of the amplifier.

7.4 Equivalent Input Noise

The equivalent input noise of any channel in the analogue amplifier system should not exceed the manufacturers values stated for the gain constant setting selected for production recording.

7.5 Channel DC Offset

The values should not exceed manufacturer specifications

7.6 Amplitude / Gain Calibration

Amplitude and gain calibration of the analogue amplifier system should be maintained within the manufacturers specification and normally better than plus or minus two (2) percent of the correct value.

7.7 Dynamic Range

The values should be in manufacturer specifications

7.8 Harmonic Distortion

The values should not exceed manufacturer specifications.

7.9 Filter Performance

Phase error on any channel should not exceed manufacturers specifications or plus or minus one (1) millisecond between the low cut and anti-alias filter frequencies whichever is the better.

7.10 Tape and System Parity and Sync Errors

The recording system should be maintained in mechanical and electromechanical condition sufficient to ensure minimum parity error or sync error seen from internal system errors or found on magnetic tape recordings within published specifications. The magnetic tape quality should be sufficient to ensure zero parity error or sync error count.

7.11 Header Encoding

The recording of recorder instrument settings operating parameters in the header section of the magnetic recording should be maintained at the normal capacity of the recording system.

7.12 Recording System Polarity

System polarity should be maintained to the S.E.G. standards, namely:

Velocity phones initial upward geophone motion should produce negative numbers on tape and downbreaks on camera records.

Pressure detectors: first arrivals produce pressure increase on crystal detectors and should produce negative numbers on tape and downbreaks on camera records.

8.0 Final Report

CONTRACTOR will be required to provide five (3) hard copies and two (2) CD soft copy of the final operation report and maps/diagrams to COMPANY within 30 days after the completion of the work. This report shall be in two volumes:

A. VOLUME 1

- i) Introduction
- ii) General description of work area
- iii) Discussion on line preparation, surveying, LVL and recording operations
- iv) Detailed discussion of data quality on an area-wide coverage basis.
- v) Weathering survey information
- vi) Importation of equipment
- vii) Availability of local materials and supplies
- viii) Communications and logistics
- ix) HSE performance and evaluation
- x) Bulk fuel storage, handling and transportation
- xi) Relations with local personnel
- xii) Any additional information
- xiii) Summary
- xiv) Appendices

The following information shall be included as appendices to the main report:

- 1) Parameter Testing
 - Introduction
 - Initial fixed parameters
 - System and equipment used for testing
 - Test design
 - Processing of tests
 - Logistics
 - Noise test
 - Source and receiver tests
 - Results
 - Final parameter selection
- 2) Recording
 - List of field parameters
 - Total square kilometres of 3D recorded (if applicable).
 - Total 2D on-site processing sections
 - Total labour used for recording crew and their positions
 - List of tapes used (in numerical order) with line number, swath number and VP
 - Description of recording downtime and/or lost time
- 3) Field Processing
 - List of parameter tests
 - Final processing parameters

- Processing sequence
- Problems encountered and solutions applied
- Data quality description
-

4) Surveys

- Total kilometres surveyed
- Method of surveying
- Number of surveying crews
- Number of labour per crew and their positions
- Description and map of lines and access roads
- Description and map of bench marks
- Complete report of GPS survey
- Diagram and markings of permanent markers

5) HSE

- Introduction
- General Description of HSE
 - Health
 - Safety
 - Environment Protection
- HSE organisation and management system
- HSE Training and PPE
- Audits and Inspections
- Reporting and Meetings
- Communication
- Security and Emergency Response
- Bulk fuel consumption
- Vehicle Management and Transportation
- Incident/Accident Reporting
- Camp management
 - Hygiene
 - Electric
 - Fire Fighting Capabilities
 - Fuel storage and transportation
- Conclusions and suggestions
- HSE Statistics
 - Hazard reports
 - HSE meetings
 - Auditing and inspections
 - Number of Recordable incidents (excluding vehicle)
 - Fatalities, LTI's, RWC's and MTC's
 - Fire / Explosion
 - Environmental Spill
 - Near Misses
 - Number of Vehicle Accidents
 - Cost of Vehicles Damage
 - Man Hours (24 hour day basis)

B. VOLUME II

Maps and Diagrams

- VP and RP location maps at 1:50,000 scale
- GPS control points network map
- Permanent marker and Bench mark location map
- Base camp layout map
- LVL location map
- Spread geometry and patch diagram for 3D (if applicable)
- LVL recording geometry
- Geophone pattern and VP patterns for 3D (if applicable)
- 3D on-site data processing flow-chart (if applicable)
- Crew Organisation structure
- QC system flow-chart
- Communication chart to/from Base Camp / Tripoli
- MEDEVAC chart

ANNEX E

[the form shall be filled in separately for each option; the unused option will be left blank]

FINANCIAL PROPOSAL (all values in EUR, ex VAT)

A) Standard Source conditions:

1. **Dynamite method conditions:** 1 hole at 10 m depth
2. **Vibroseis method conditions:** 4 vibes x 4 sweeps at 16 sec./VP
3. the organizational costs will include camp organization, transport, all taxes and necessary local authority permit, profit etc.

Area Name	Option*	Source type	Maxim number of SP,VP	Maxim number of RP	Work Volume (FF Km)	Surveing cost SP,VP	Surveing cost RP	Drilling or vibrators cost / SP,VP	Loading cost / SP	Recording cost / SP,VP	QC cost	Equipment cost	Dynamite transport storage cost	Organization al cost	TOTAL acquisition cost	Turnkey Rate ^{1,2} / (SP or VP)	
0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Botesti	1	Dynamite (100%)	16000	16000	215												
		Vibroseis (100%)	16000	16000	215												
	2	Dynamite (100%)	14500	14500	215												
		Vibroseis (100%)	14500	14500	215												
	3	Dynamite (100%)	23500	23500	215												
		Vibroseis (100%)	23500	23500	215												
<p><i>*[please select the appropriate option, for which the bid is submitted]</i></p> <p>Total at column 15 = Sum {(col.6 + col.8 + col. 9 + col. 10) x col.3 + col.7 x col. 4 + col.11 + col.12 + col.13 + col.14 }</p> <p>Turnkey Rate at column 16 = Value col.15 /col. 3</p>																	

B) Costs elements, to be used for the situations met on sites:

¹: Variation of the Turnkey Rate per SP (**Dynamite method**) with source geometry [to be filled in for each option]:

Hole(s) numbers x depth (m)	EUR/SP
	Option__
1 hole of 3m depth	

1 hole of 5m depth	
1 hole of 10m depth	
2 holes of 10m depth	
3 holes of 2m depth	
3 holes at 3m depth	
4 holes at 3m depth	
5 holes of 2m depth	
5 holes of 3m depth	

²: Variation of the Turnkey Rate per VP (**Vibroresis method**) with source effort [to be filled in for each option]:

EUR/VP							
1 vibe	VP	1 sweep	2 sweeps	3 sweeps	4 sweeps	6 sweeps	8 sweeps
	10 sec.						
	12 sec.						
	14 sec.						
	16 sec.						
	18 sec.						
20 sec.							
2 vibes	VP	1 sweep	2 sweeps	3 sweeps	4 sweeps	6 sweeps	8 sweeps
	10 sec.						
	12 sec.						
	14 sec.						
	16 sec.						
	18 sec.						
20 sec.							
4 vibes	VP	1 sweep	2 sweeps	3 sweeps	4 sweeps	6 sweeps	8 sweeps
	10 sec.						
	12 sec.						
	14 sec.						
	16 sec.						
	18 sec.						
20 sec.							

C) Other rates and costs, related to the services rendering process *[to be filled in for each option]*:

Uphole turnkey rate per meter	EUR/m
	Option ____

Average daily cost of the crew in case of any additional services necessary (per day, EUR):	EUR/day
	Option ____

Stand-by cost (per hour, EUR):		Option ____
	Survey team:	
	Vibrator team:	
	Drilling team:	
	Loading team:	
	Recording team:	
	Management team:	
	Uphole crew:	
TOTAL stand-by cost		

D) Estimated maximum total cost *[to be filled in for each option]*:

	EUR
	Option ____

TOTAL acquisition cost (for 80% Dynamite (<i>1 hole at 10 m depth</i>) and 20% vibes (<i>4 vibes, 4 sweeps @16 sec.</i>))	
Parameters Test (2 days)	
Uphole costs (40 upholes at 50 m depth)	
Stand-by cost (5 days)	
Mobilization costs (for all crews)	
Demobilization costs (for all crews)	
Total explosives cost (dynamite + connectors + detonators, assuming 3 kgs of dynamite/SP and 2 detonators per SP)	
TOTAL OFFER PRICE:	

NOTES:

The provision of explosives must be agreed between OMV PETROM and the successful bidder at the time of awarding the contract.
Reimbursement of damages caused to 3rd parties during and related to the services execution will be reimbursed based on the proofs.

ANNEX F
Contract No. _____

HSE requirements for Seismic Activities (Green/Brown Field Projects)

Contract Conditions

1.1. The selected contractor has to provide an **HSEQ Plan** to the COMPANY (i.e. OMV Petrom EP/EPS) for review and approval before the commencement of the work/project. The HSEQ Plan is implemented during the assigned job/contract and is audited by the COMPANY at regular intervals.

The Contractor's HSEQ Plan includes:

- Contractor's HSEQ Policy;
- Contractor's HSEQ targets and objectives;
- Sub-contractor HSEQ evaluation procedure;
- HSEQ organization of work/project activities;
- HSEQ roles and responsibilities (i.e. job descriptions) of assigned members;
- Personnel competence (CVs of team leader/ project manager and HSEQ Manager/Supervisors) and certificate of competence (where applicable or as required by the COMPANY);
- Schedule of HSEQ meetings;
- Environmental management and monitoring program, management of emissions and discharges, waste segregation and disposal, hazardous waste handling and disposal;
- Schedule of HSEQ audits;
- List of HSEQ Toolbox topics;
- List of HSEQ applicable procedures;
- Details of vaccine program, medical aid facilities, ambulance and doctor/medic (whatever is applicable);
- Emergency response;
- Fire prevention and fire protection;
- Medical evacuation (if not being provided by the COMPANY);
- Security arrangements (if not being provided by the COMPANY);
- CSR – community relation program;
- Road Travel Safety - Journey management;
- Details of the latest technical integrity inspections carried out by independent third party on rigs, vessels, boats, machinery, equipment and structures (reports has to be attached where applicable or required by the COMPANY).

1.2 The CONTRACTOR has to, when providing on-location services or to COMPANY other contractors' offices or facilities, comply fully with the COMPANY HSEQ policy, all applicable national legislations and local regulations regarding Health, Safety, Environment, Security and CSR-Community Relations.

1.3 The CONTRACTOR has to ensure overall compliance with the COMPANY HSEQ Management System.

The CONTRACTOR has to comply with the following:

- Incidents reporting and investigation;
- Emergency Response Plan;
- Personnel Protective Equipment (PPE);
- Environmental laws and regulations (i.e. Legal Compliance);
- Environmental Monitoring and Management Plan;
- COMPANY Transportation Standard;
- Permit To Work System (where applicable);
- HSEQ Bridging Document (where applicable).

1.4 The CONTRACTOR ensures implementation of mitigation measures as laid down in the Environmental Monitoring and Management Plan of the Environmental Impact Assessment (EIA) submitted by the COMPANY to the Regulator and complies with the requirements specified in any Permit issued by the Regulator while carrying out the proposed activities of the contract.

Copy of the Company EIA (where applicable), Company Environmental standard, Guidelines for Drilling & Seismic Operations (where applicable) are provided with the bids documents).

1.5 Every incident and/or injury which has involved personnel and/or asset/ machinery/ equipment and/or environment at the COMPANY assigned work site for the work or that of any contractor/subcontractor is reported immediately to the COMPANY in conformity with Company reporting standard, HSEQ-RO-09-01, valid version.

1.6 The CONTRACTOR submits a weekly report to the COMPANY, specifying the following information (definitions in conformity with Company standard ST HSE 001-Terms and definitions, valid version):

- **Number of hours** worked by contractor's employees during the week, at the workplace or for activity as specified by contract.
- **Number of Contractor's employees** during a week, at the workplace or for activity as specified by contract.
- Occupational Health, Safety, Environmental, Security **Incidents, Hazards (unsafe acts/ unsafe conditions)** and **Near misses** shall be reported to the COMPANY on the agreed format, in conformity with Company reporting standard, HSEQ-RO-09-01, valid version.
- **Lost Workday Injury (LWDI), Lost Time Injury (LTI).**
- **Lost workdays.**
- Number of toolbox talks conducted with topics.
- Number of HSEQ audits with status report on close-out of actions generated from audit reports.

- Number of HSEQ trainings with topics.
 - Number of HSEQ authority's inspections along with status report on close-out of actions generated from inspection.
- 1.7 The CONTRACTOR is responsible, through their site organization, for applying the HSEQ, Security and CSR measures (this includes risk assessment, Job Safety Analysis/Job Hazard Analysis, environmental monitoring and management, compliance to Permit to Work-PTW) required to carry out the work assigned to him by the COMPANY so as to prevent accidents/incidents or events which could jeopardize the Health and Safety of all personnel present and of the environment and assets/installation.
 - 1.8 The CONTRACTOR is also responsible for the selection of competent personnel to be assigned for the works. The COMPANY has the right to interview for ensuring competency and accept or reject the key personnel (which includes HSEQ personnel) assigned to the job prior to CONTRACTOR mobilization.
 - 1.9 The CONTRACTOR possesses all equipment - fit for purpose and in good working condition – required to carry out the work (and also appropriate for the given work environment) as well as all the clothing, safety devices, PPE and special job specific PPE/protection devices required.
 - 1.10 The CONTRACTOR has to plan all actions, controls and inspections aimed to ensuring that HSEQ requirements are observed, applying the measures defined in his own HSEQ Manual or bridging document and agreed /approved by the COMPANY.
 - 1.11 The CONTRACTOR is audited by the COMPANY for compliance at a regular frequency (will be specified in contract).
 - 1.12 The CONTRACTOR senior staff undertakes internal audits at a regular frequency as mentioned in the HSEQ Plan submitted by CONTRACTOR to the COMPANY.
 - 1.13 The CONTRACTOR has to state in the Plan, how it intends to organize responsibilities and duties of the contract, in relation to environmental issues and shall define controls to be established.
 - 1.14 The CONTRACTOR has to indicate the HSEQ related trainings and experience of the personnel he has assigned to supervise and execute contract activities (professional skills, attendance on specialist courses, etc).
 - 1.15 The CONTRACTOR has to have in place medically screened personnel before undertaking work at the COMPANY site, to ensure that they are medically fit. Medical fitness certificate has to be presented to COMPANY on demand. Have in place adequate medical coverage at all times through an appropriate clinic/ medic, also an ambulance at the site (as per advised by the COMPANY).

- 1.16 The CONTRACTOR has also to describe the Health, Safety & Environment - related competencies of any subcontractors, if required.
- 1.17 The CONTRACTOR provides the following specific information to the COMPANY (wherever applicable):
- Energy consumption (electricity, fossil fuels, other energy sources), type of use (e.g. diesel, gas engines), consumption unit values & exhaust emission laboratory reports of equipment/machineries at site.
 - Water consumption, aim and provenience (public, surface, underground source etc).
 - Greenhouse Gases (CO₂, CH₄ & N₂O).
 - Atmospheric pollutants (SO₂ and NO_x).
 - Wastewater quantities, types and management (function of requirements, may be necessary to deliver laboratory analysis for specific indicators).
 - Quantities of generated wastes, types (hazardous & non-hazardous) and management.
 - Quantities of generated waste oil, types and management.
- 1.18 CONTRACTOR has to address any sort of non-compliance related to Health, Safety, Environment, Security and CSR-Community Relations immediately or as specified by the COMPANY depending on the nature of non compliance. Once the target time lapse, the COMPANY has to rectify the deficiency by other means & the expenses including a surcharge of 25 % will be borne by the CONTRACTOR.
- 1.19 CONTRACTOR vehicles have to be equipped with safety belts and have to be in good mechanical condition and meet COMPANY minimum requirements.
- 1.20 The CONTRACTOR ensures that all seismic, drilling and construction machinery and equipment, tools and tackles, vessels scaffoldings, on-shore/off-shore rigs, sea vessels, boats etc allocated to the project are in safe and electrically/mechanical sound condition or third party certified where applicable or required by the Company. The cranes and other lifting equipment have to be certified for its mechanical/technical integrity and fitness by the competent third party acceptable to the COMPANY. The COMPANY has to inspect all CONTRACTOR or hired machinery and equipment, tools and tackles, scaffoldings, etc for its condition and its suitability at the time of arrival at site or prior to arrival.
- 1.21 The CONTRACTOR has to maintain an **"HSEQ Activity Register"** at work place/job site to include the following (with CONTRACTOR site representative as the custodian):
- i. HSEQ meetings records;
 - ii. Incidents reports;
 - iii. Safety talk/tool box talk records;
 - iv. HSEQ audits records;
 - v. HSEQ training/awareness sessions records;

- vi. Records of Job Safety Analysis and Risk Assessment carried out;
- vii. HSEQ Authorities inspection records;
- viii. Emergency drills records;
- ix. Waste management records (hazardous and non-hazardous);
- x. List of hazardous chemicals and their Material Safety Data Sheet (MSDS);
- xi. Environmental History File (related to contract activities).

**HSE Questionnaire
(Seismic Activities)**

Name of the Company:.....	Tel. No:.....
Address:.....	Fax No:..... ...
I certify that the details given in this assessment are correct and accurate.	
.....	Title:.....
(Signature)	
Surname and initials (BLOCK CAPITALS).....	Tel. No:.....
Nature of Business.....	Date:..... ...

General guidelines for preparation of this questionnaire

- 1 *This questionnaire covers the information required to assess the extent to which HSE and its management are organized by the Bidder.*
- 2 *The Bidder has to cover all (including support) activities.*
- 3 *The questionnaire has to be completed by Bidder line management.*
- 4 *Complete answers substantiated by supporting documentation as far as is practicable are required. Responses and any supporting documentation must relate specifically to the policy and organizational arrangements of the company that would be the signatory of any contract.*
- 6 *If necessary, the contracting authority will request clarifications from the Bidder.*
- 7 *The Bidder has to identify where he exceeds the requirements of the contracting authority and this excellence has to be recognized.*

1. Leadership and Commitment

Management provides visible and active leadership in developing and maintaining a culture supportive of HSEQ matters.

Commitment to HSEQ through Leadership

- 1.1. How Bidder's senior managers are personally involved in HSEQ management?

1.2. Provide evidence of commitment at all levels of the organization?

1.3. How do you promote in your company a positive culture towards HSEQ matters in your company?

HSEQ Policy documents

1.4. Does your company have an HSEQ policy document? If the answer is YES please attach a copy.

1.5. Who has overall and final responsibility for HSEQ in your organization?

1.6. Who is the most senior person in the organization responsible for this policy being carried out at the premises and on site where his employees are working? (Provide name, title and experience)

Availability of policy statements to employees

1.7. State the methods by which you have drawn your policy statement to the attention of all your employees.

1.8. What are your arrangements for advising employees of changes in the policy?

2. Organization

The organization and responsibilities for the management of HSEQ are defined and documented.

Commitment and Communication

2.1. How is management involved in HSEQ activities, objective-setting and monitoring?

2.2. How is your company structured to manage and communicate HSEQ effectively?

2.3. What provision does your company make for HSEQ communication meetings?

3. People, Competency and Behaviour

All people are selected, trained and developed to carry out their duties competently.

Competence and Training of managers/ supervisors/ Senior site staff/ HSEQ advisors

3.1. Have the managers and supervisors at all levels who will plan, monitor, oversee and carry out the work have received formal HSEQ training in their responsibilities with respect to conducting work to HSE requirements and also understand security and CSR-Community Relations issues? (If YES please give details. Where the training is given external or in-house, please describe the content and duration of courses.)

Competence and General HSEQ training

3.2. What arrangements does your company have to ensure new employees have knowledge of basic industrial HSEQ, and to keep this knowledge up to date?

3.3. What arrangements does your company have to ensure new employees also have knowledge of your HSEQ policies and practices?

3.4. What arrangements does your company have to ensure new employees have been instructed and have received information on any specific hazards arising out of the nature of the activities? What training do you provide to ensure that all employees are aware of company requirements?

3.5. What arrangements does your company have to ensure existing staff HSEQ knowledge is up to date?

Specialized Training

3.6. How have you identified areas of your company's operations where specialized training is required to deal with potential hazards? (Please list and provide details of training given.)

3.7. If the specialized work involves radioactive, asbestos removal, chemical or other occupational health hazards, how are the hazards identified, assessed and controlled?

HSEQ qualified staff -additional training

3.8. Does your company employ someone who possesses HSEQ qualifications that aim to provide training in more than the basic requirements?

4. Hazards and Effects

Hazards are identified, the risks assessed and appropriate controls implemented.

Hazards and Effects Assessment

4.1. What techniques are used within your company for the Risk Management i.e. identification, assessment, control and mitigation of HSEQ, Security and CSR-Community Relations hazards and effects?

Do you have JHA/JSA for all high risk activities related to your work /business?

Exposure of the Workforce

4.2. What systems are in place to monitor the exposure of your workforce to chemical or physical agents?

Handling of Chemicals

4.3. How is your workforce advised on potential hazards (chemicals, noise, radiation, etc.) encountered in the course of their work?

Personal Protective Equipment

4.4. What arrangements does your company have for provision and upkeep of protective equipment and clothing, both standard issue, and that are required for specialized activities?

Waste Management

4.5. What systems are in place for identification, classification, minimization and management of waste?

Drugs and Alcohol

4.6. Do you have a drugs and alcohol policy in your organization? If so, does it include pre-employment and random testing?

Road Safety/Journey Management

4.7. What arrangements does your company have for combating road and vehicle incidents?

5. Engineering

Facilities are engineered to meet codes of practice and specifications, operational requirements and statutory regulations

Engineering & Construction

5.1. How are engineering and construction activities planned?

5.2. How does the Contractor's HSEQ management control system ensure that the design, procurement, construction and commissioning activities meet the Company's HSE and security requirements?

6. Operations

All operations involving the exploration, development, production and transportation of hydrocarbons have safe systems of work defined.

HSEQ and Operation Manuals

6.1. Do you have a company HSEQ manual which describes in detail your company approved HSEQ procedures and working practices relating to your work activities? (If the answer is YES please attach a copy of supporting documentation, i.e. list of procedures and work statements)

6.2. How do you ensure that the working practices and procedures used by your employees on-site are consistently in accordance with your HSEQ policy objectives and compatible with best industry practices?

Equipment Control and Maintenance

6.3. How do you ensure that plant and equipment used within your premises, on-site, or at other locations by your employees are correctly registered, third party certified (where applicable), controlled and maintained in a safe working condition?

7. Contracted Services

Supplies and contracted services are controlled to ensure they comply with Company HSEQ requirements.

Assessment of suitability of Subcontractors/ other Companies

7.1. How do you assess:

i) HSEQ competence

ii) HSEQ records of the subcontractors and companies with whom you place contracts?

7.2. Where do you spell out the standards you require your contractors to meet?

7.3. How do you ensure these standards are met and verified?

Standards and Regulations

7.4. Where do you spell out the HSEQ performance standards you require to be met?

7.5. How do you ensure these are met and verified?

7.6. How do you identify new industry or regulatory standards that may be applicable to your activities?

7.7. Is there an overall structure for producing, updating and disseminating standards?

Statutory notification incidents/dangerous occurrence

7.8. Has your company suffered any legal/statutory reportable incidents in the last five years (safety, occupational health and environmental)? (Answers with details including dates, country, most frequent types, causes and follow-up preventative measures taken).

Improvement requirement and prohibition notices

7.9. Has your company suffered any improvement requirement or prohibition notices by the relevant national body, regulatory body for HSEQ or other enforcing authority or been prosecuted under any HSEQ legislation in the last five years? (If your answer is YES please give details.)

8. Planning and Performance Monitoring

Objectives are planned with performance indicators established to measure the implementation of HSEQ policies.

HSEQ Performance Monitoring and Records

8.1. Have you maintained records of your incidents and HSEQ performance for the last five years? (If YES, please provide the following: Number of Fatalities, Lost Time Injuries, Lost Workday Cases, Medical Treatment Cases and Restricted Work Day Cases. Also include the Fatal Accident Rate, Lost Time Injury Frequency and Total Recordable Incident Rate for each year)

8.2. How is health performance recorded?

8.3. How is environmental performance recorded?

8.4. How CSR – Community Relations performance is recorded?

8.5. How often is HSEQ performance reviewed? By whom?

8.6. How is HSEQ integrated in planning stage of activities in light of past HSEQ performance?

9. Incidents and Accidents

Incidents and accidents are analyzed to establish root causes and prevent recurrence.

Incident Reporting and analysis

9.1. What process is in place to report and analyze incident and accident and how root causes are established to prevent recurrence?

9.2. Are near miss learning reported?

Incident investigation

9.3. Who conducts incident investigations?

9.4. How are the findings following an investigation, or a relevant incident occurring elsewhere, communicated to your employees?

10. Emergency and Crisis Control

Organizational arrangements, facilities and training are provided to control emergencies and crises.

Emergency Response Plan

10.1. How emergency situations are handled in your organization and who is responsible for it?

Crisis Control

10.2. What organization is in place to handle crisis situations in your organization?

11. Stakeholder Dialogue and Documentation

There is established an active dialogue with stakeholders and communities to ensure confidence in the integrity of our activities. Information is controlled to ensure it is accurate, relevant and readily available to ensure safe working and minimize undesirable effects.

11.1. How does your company recognize and respond to government and community related expectation and concerns about your activities?

11.2. How do you ensure the control of HSEQ documentation related to statutory permits, guidelines, codes, standards, procedures and how are these requirements communicated to the workforce?

12. Auditing and Review

An independent audit and review system is established to assess the effectiveness of HSEQ management and identify areas for improvement.

12.1. Do you have a written policy on HSEQ auditing?

12.2. How does this policy specify the standards for auditing (including unsafe act auditing) and the qualifications for auditors?

12.3. Does your company HSEQ Plans include schedules for auditing and what range of auditing is covered?

12.4. How the effectiveness of auditing is verified and reported? Please describe the follow up process for audits?

13. Additional Information of HSEQ Management

Memberships of Associations

13.1. Describe the nature and extent of your company's participation in relevant industry, trade, and governmental organizations?

Additional features of your HSEQ management

13.2. Does your company have any other HSEQ features or arrangements not described elsewhere in your response to the questionnaire?

**PETROM Exploration and Production
PETROM Exploration and Production Services**

**Health, Safety, Environment and Quality
Management System Manual
HSEQ-RO-00-01-01**

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TABLE OF CONTENTS

1.	INTRODUCTION	3
	1.1 Overview of HSEQ Management System	3
	1.1.1 An Integrated Management System (IMS)	6
	1.1.2 PETROM EP and EPS HSEQ Management Regulations	7
	1.1.3 HSEQ Management System Model	7
2.	COMMITMENT AND POLICY	8
	2.1 Leadership & Commitment	8
	2.2 HSEQ Policy Elements and Objectives	9
	2.3 Organisation Framework	17
	2.4 Duty of Care	19
3.	PLANNING	19
	3.1 People, Competency and Behaviour	19
	3.2 Hazards and Effects Management	19
	3.2.1 As Low as Reasonably Practicable (ALARP)	21
4.	IMPLEMENTATION	22
	4.1 Engineering	22
	4.2 Operations	22
	4.3 Contracted Services	23
	4.4 Emergency and Crisis Control	23
5.	MEASUREMENT AND EVALUATION	24
	5.1 Planning and Performance Monitoring	24
	5.2 Incident Reporting and Investigation	24
6.	REVIEW AND IMPROVEMENT	25
	6.1 Stakeholder Dialogue and Documentation	25
	6.2 Audit and Review	25
7.	ABBREVIATIONS	26

1. INTRODUCTION

The Health, Safety, Environment and Quality Management System (HSEQ MS) is the system that PETROM EP and PETROM EPS uses to manage all Health, Safety, Environment and Quality aspects of its operations. It also covers security and corporate social responsibility issues. It is designed to ensure that the risks to people, the community or the environment being adversely affected as a result of PETROM EP and PETROM EPS activities is reduced to as low as reasonably practicable (ALARP).

Industrial security management is the prevention of intentional (criminal) activities that have an adverse impact on people, assets, intellectual property, the environment and reputation of the company.

Corporate Social Responsibility (CSR) is the voluntary integration of environmental and social concerns into PETROM business processes. The actions undertaken exceed those which are legally required. CSR focuses on the equitable balance of economic, environmental and social dimensions.

This HSEQ MS Manual defines the strategies, systems and responsibilities for effectively managing HSEQ. It outlines relevant procedures and practices for all PETROM activities, with mechanisms for implementation, monitoring and review.

1.1 Overview of HSEQ Management System

The overall document hierarchy of the PETROM Corporate HSEQ Management System is shown in Figure 1 below. It is organized at three levels:

Corporate

The PETROM Corporate HSE policy is at the top together with high level Corporate HSEQ standards and directives that apply throughout the organisation. The policy is signed by the executive board members and is reproduced on page 5. The development of the EP and EPS HSEQ system aligns with overall requirements of the Business Management Manual.

PETROM EP and PETROM EPS Head Quarter

The next levels apply specifically to PETROM EP and EPS activities. Within an Integrated Management System (IMS), HSEQ is one of the enabler processes. This HSEQ MS Manual describes this process at the management level. It includes twelve specific HSEQ policy elements and objectives that target EP and EPS activities.

Supporting the HSEQ MS Manual is a series of PETROM EP and EPS regulations (standards, guidelines) to assist line managers in the effective and consistent implementation of the HSEQ MS.

PETROM EP and EPS Venture

The final level is at the operational level. It applies whether PETROM has a permanent in-country resident management team and in temporary 'country entry' situations, for example, seismic or exploratory drilling operations. The HSEQ MS Manual shall be applied directly by the managers of the ventures together with the applicable standards and guidelines. This will ensure consistency throughout all of PETROM Ventures.

As the Venture develops and moves into development and production phases it will be necessary to introduce specific operating procedures and plans. Depending on the circumstances these can become quite detailed, e.g. work instructions, record sheets, etc.



Figure 1: HSEQ Management System Structure



HSE* Policy of Petrom

Everyone who works for or with Petrom should return home in good mental and physical health.

- ▶ All accidents can be prevented.
- ▶ The health of our employees is promoted by continuous improvement of their physical, psychological and social working conditions.

All workplaces and processes must be safe and secure for Petrom, its stakeholders and the environment.

- ▶ Keeping risks as low as reasonably practicable is a priority.
- ▶ We apply the best available economically viable technology.

HSE matters have equal importance as all other critical business issues.

- ▶ We strive for continuous improvement of our environmental, safety and security standards.
- ▶ We establish specific goals based on international performance standards, and measure our progress on a regular basis.
- ▶ We actively strive to minimize our impacts on the environment, participate in climate protection measures and support alternative energy sources.

HSE is a line management responsibility.

- ▶ We expect commitment and leadership from our line managers.
- ▶ All our employees are expected to play an active role in HSE and be competent in HSE matters.
- ▶ We require our contractors to adhere to our policies and standards.

Our HSE standards go beyond legal compliance.

- ▶ We comply with all relevant legislation in everything we do.
- ▶ We meet the high standards set by OMV Group wherever we operate, through the world.

* HSE = Health, Safety, Security, Environment

February 2008, Bucharest

Manana Shapovalova Reinhold Pochler Johann Pennington Stephen Dyer Jeffrey Rosen Termit Mayer Geralt Kozos

The Essence of Motion 
PETROM
 Member of OMV Group

1.1.1. An Integrated Management System (IMS)

An Integrated Management System (IMS) provides the framework for establishing the necessary systems and procedures required by EP and EPS to conduct its core activities in safe and environmentally acceptable ways that value the relationships with all our stakeholders.

The IMS is shown schematically in Figure 2 below:

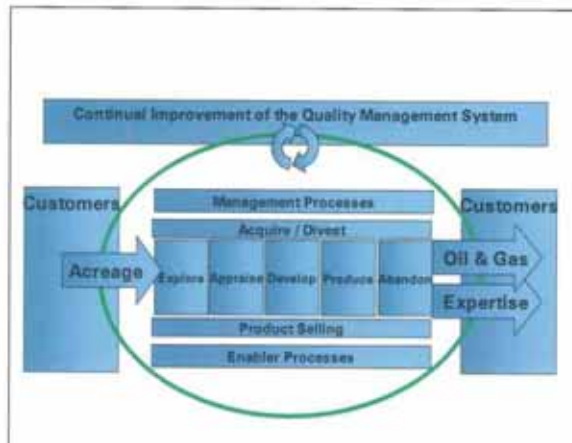


Figure 2: An EP and EPS Integrated Management System

Within an IMS there are three types of business processes:

Management Processes are used to establish and communicate the EP and EPS direction, strategy, develop business plans, set objectives and targets, manage its regional activities, approve budgets, control the business, measure performance and to ensure that any new asset acquisitions or divestments are properly evaluated prior to commitment.

Core Processes cover the five phases of the EP and EPS petroleum lifecycle from initial exploration, through appraisal, reservoir and facilities development, operation and maintenance, to final decommissioning and abandonment of wells and facilities. Acquisition and divestiture as well as product selling have to be considered along all phases of the life cycle.

Enabler Processes provide essential support to the Management and Core Processes and include HSEQ, Human Resources, Audit, Documentation and Information Management, Research and Development and Legal.

An IMS defines how PETROM will conduct its business and provides the necessary process maps to do so. These are underpinned by more detailed management systems and procedures covering the core processes and the various enabling processes.

HSEQ is one of the enabler processes and is thus, integrated into the whole EP and EPS business. All these documents are prepared in accordance with the requirements of the ISO 9000, ISO 14000 and OHSAS 18000 series of standards.

Within the context of an IMS, the expectation is that in conducting its activities, PETROM will comply with all HSEQ and legal requirements and will:

- Eliminate all injuries and unsafe practices.
- Eliminate all occupational illness.
- Minimize environmental impact.
- Ensure active dialogue with stakeholders.
- Integrate HSEQ, security and CSR into all its business activities.

1.1.2 PETROM EP and EPS HSEQ Management Regulations

PETROM EP and EPS have developed a set of regulations (e.g.: standards, guidelines) that defines the systems and methods for effectively managing HSEQ for all PETROM EP and EPS activities. These align with the twelve HSEQ policy elements and support the appropriate policy element by using a generic number string and color code associated with each HSEQ policy element. For example, documents associated with Policy 5, Engineering, are color coded green and have document numbers starting HSEQ-RO-05. Figure 3 below illustrates the concept. This identification system is also extended to procedures and work instructions at the venture level.

PETROM EP and EPS HSEQ Policy Elements					
1 Leadership & Commitment HSEQ-RO-01	2 Organisation HSEQ-RO-02	3 People, Competency & Behaviour HSEQ-RO-03	4 Hazard & Effects HSEQ-RO-04	5 Engineering HSEQ-RO-05	6 Operations HSEQ-RO-06
7 Contracted Services HSEQ-RO-07	8 Planning & Performance Monitoring HSEQ-RO-08	9 Incidents & Accidents HSEQ-RO-09	10 Emergency & Crisis Control HSEQ-RO-10	11 Stakeholder Dialogue & Documentation HSEQ-RO-11	12 Audit & Review HSEQ-RO-12

Figure 3: PETROM EP and EPS HSEQ Documentation Numbering and Color Code

Like the PETROM EP and EPS HSEQ MS Manual, the standards and guidelines referred to above, are to be applied directly by the managers of their ventures where applicable.

1.1.3 HSEQ Management System Model

It is the responsibility of the line management of various areas of the development, sites and facilities to ensure that management systems developed for their specific activities incorporate the commitments in this Manual, as well as meet the needs of their own activities. The HSEQ Management System Manual is based on the model of continuous improvement described in ISO 14000 series of standards. The model is represented in Figure 4.



Figure 4: HSEQ Management System Model

2. COMMITMENT AND POLICY

2.1 Leadership & Commitment

The leadership and commitment shown by line managers is the most important factor in improving HSEQ performance. Line managers have a key role in making sure their leadership and commitment is *visible* and consistent.

Commitment to HSEQ shall be demonstrated by active participation in activities such as:

- Providing adequate professional resources to ensure competent guidance on all aspects of community relations, quality, health, safety, security and the environment.
- Developing where appropriate formal policies, plans, procedures, safe working practices, safe operational procedures and local rules. These will provide guidance and direction for Company employees and contractors undertaking work activity and operations to prevent, as far as reasonably practicable, unsafe operations.
- Providing training and instruction to personnel to enable them to attain the knowledge, skill and competency levels necessary to perform their work tasks and activities safely and effectively.
- Assessing the competence of all employees with respect to the execution of their safety responsibilities and actions.
- Setting challenging HSEQ targets and monitoring until successful achievement.
- Taking action to correct any unsafe act or condition that they observe or is brought to their attention.
- Being prepared to challenge or stop any activity that conflicts with the EP HSEQ policies.
- Carrying out routine and random HSEQ inspections, reviews and audits of facilities, equipment, systems and procedures and employing systematic auditing and hazard identification techniques as appropriate.
- Providing a system by which accidents, incidents, security threats and near misses are reported and investigated, irrespective of whether they result in injury, plant or environmental damage, so that the necessary remedial steps are taken to minimize the likelihood of recurrence.

Line managers determine the culture and provide the work environment, infrastructure and resources needed to implement and maintain the HSEQ MS. Line managers shall strive to

continually improve performance, and to demonstrate that all activities fully meet the intent of the HSEQ policies.

2.2 HSEQ Policy Elements and Objectives

The PETROM HSEQ policy is applied to EP and EPS activities by the development of twelve specific HSEQ policy elements. These elements focus on key areas of EP and EPS. Each policy element has a set of objectives that form the basis for development of regulations. The twelve policy elements and objectives are listed in tables that follow:

Policy Element No 1 – Leadership and Commitment

Management will provide visible and active leadership in developing and maintaining a culture supportive of HSEQ matters.

1. To take executive action to ensure HSEQ policies and standards are implemented.
2. To provide visible commitment by active participation in HSEQ matters.
3. To ensure challenging goals and objectives are set and monitored for all aspects of the business.
4. To ensure compliance with the law as it applies to HSEQ matters.
5. To stop any activity that conflicts with the HSEQ policies.
6. To give recognition for good HSEQ performance.

Policy Element No 2 – Organization

The organization and responsibilities for the management of HSEQ will be defined and documented.

1. To define line management accountability for the management of HSEQ.
2. To define functional links that provides expert HSEQ advice and support to line management.
3. To ensure adequate resources are allocated for the implementation of HSEQ policies.
4. To ensure that the organization of HSEQ in order to comply with all of these HSEQ policies is fully documented in control procedures that are readily available to the workforce including contractors and any third party support services.

Policy Element No 3 – People, Competency and Behavior

All people will be selected, trained and developed to carry out their duties competently.

1. To ensure line management have the necessary authority and competency to effectively manage their HSEQ responsibilities.
2. To ensure that HSEQ professionals have the necessary competence to provide support and advice to the line.
3. To ensure personnel who are involved in safety critical tasks are competent to execute the job safely and are trained to respond to emergencies.
4. To ensure HSEQ competence levels are defined for all jobs.
5. To assign individuals to tasks with the required level of competency or the potential, given supervision and training, to reach the required level.
6. To implement training programs that ensure individuals have the necessary skills to execute their work safely.
7. To update training programs or levels of supervision that account for changes in: responsibilities, operating practices, technology, risks and legislative requirements.
8. To ensure periodic formal assessments of actual versus required competency level are carried out and that action is taken to remedy any deficiencies.
9. To promote an understanding of HSEQ risks in the workplace and to encourage individuals to be aware of how the risks can be eliminated or better controlled.

Policy Element No 4 – Hazards and Effects

Hazards will be identified, the risks assessed and appropriate controls implemented.

1. To ensure that all facilities owned, under development, operated or subject to contractual agreement are systematically reviewed to identify all hazards and assess the risks.
2. To ensure all potential acquisitions and divestments are identified for HSEQ risks and that these are properly factored into the decision making process.
3. To ensure that all substances used on the above facilities are systematically reviewed to identify the hazards and risks.
4. To assess the health of individuals to establish the fitness to carry out assigned duties, monitor their health and assess any occupational factors that affect their health.
5. To assess transportation risks and develop appropriate journey management plans.
6. To ensure that risk assessment standards are developed and maintained.
7. To ensure that HSE risks, so far as is reasonably practicable, are controlled in accordance with the preferred hierarchy, as follows:
 - Elimination, minimization or substitution of hazard
 - Engineering design
 - Procedural controls
 - Personal protective equipment
8. To assess the security risks to personnel, assets and information / communication systems.
9. To ensure that individuals exposed to the hazards are aware of the risks, the controls implemented and that their responsibilities are clearly identified.
10. To ensure that the process of hazard identification and risk assessment is documented and that registers are maintained for all HSE and Security hazards.
11. To update all hazard registers and risk assessments as part of the management of change process required by Policy Elements 5 & 6

Policy Element No 5 – Engineering

Facilities will be engineered to meet codes of practice and specifications, operational requirements and statutory regulations.

1. To develop and maintain management control systems that ensure facilities will be designed, procured, constructed and commissioned to enable safe, secure, healthy and environmentally sound performance during their operational life.
2. To develop and maintain engineering codes of practice and specifications.
3. To ensure that engineering designs are subject to HSEQ risk assessments and those controls are implemented consistent with the requirements of Policy Element No 4.
4. To ensure that reliability, availability and maintainability (RAM) assessments are carried out in order to provide assurance for the ongoing technical integrity of the facilities.
5. To develop technical performance standards to ensure the integrity of the facilities can be monitored throughout its life.
6. To develop and maintain a quality assurance system for all engineering, procurement and construction activities that includes a third party verification process.
7. To ensure all community relations issues are fully addressed prior to and during the development of facilities.
8. To implement a system of project HSE reviews at key stages during the facilities development process in accordance with PETROM standards.
9. To develop HSE Cases for all facilities in accordance with PETROM standards.
10. To ensure that the HSEQ aspects of engineering and construction activities are planned and subject to performance monitoring in accordance with Policy Element No 8.
11. The requirements of this Policy Element apply also to all major upgrades and modifications to the facilities and when the facilities are decommissioned.
12. To implement a management of change process for all facilities under development including existing facilities undergoing modification or upgrade.

Policy Element No 6 – Operations

All operations involving the exploration, development, production and transportation of hydrocarbons will have safe systems of work defined.

1. To ensure that all facilities are operated within its design limits.
2. To develop and maintain operational control procedures for the facilities (including deviations from normal running, e.g. unplanned maintenance, emergency shutdown and start up, performance testing, adverse weather conditions, etc)
3. To implement a planned inspection, test and maintenance system that ensures the continued technical integrity of the facilities in accordance with technical performance standards.
4. To ensure that a system is in place that identifies safety critical elements and implements third party verification of their ability to function in accordance with defined performance standards.
5. To ensure that a permit to work system is implemented which controls potentially hazardous activities on all facilities and defines precautions to be taken and any consequent limitations on the use of the facilities.
6. To ensure that all operations are subject to HSEQ assessments (consistent with Policy Element No 4) and that risk control systems are implemented.
7. To ensure that all community relations issues are continuously managed in all areas of operational impact.
8. To ensure security controls are implemented to reduce the risks assessed (consistent with Policy Element No. 4)
9. To carry out documented pre-start up reviews for all newly installed facilities or modified equipment to confirm that construction is in accordance with design; all required verification testing is complete and acceptable, and all recommendations/deviations are closed and approved by the designated technical authority.
10. To develop, implement and update operations HSE Case in accordance with PETROM standards.
11. To ensure the HSEQ impacts of temporary and permanent changes to facilities are formally assessed, managed, documented and approved.
12. The requirements of this Policy Element apply also to all major upgrades and modifications to the facilities and when the facilities are to be decommissioned.
13. To implement a management of change process for all operational activities.

Policy Element No 7 – Contracted Services

Supplies and contracted services will be controlled to ensure they comply with Company HSEQ requirements.

1. To ensure that pre-qualification, selection and retention of contractors is based on an assessment that their HSEQ values are consistent with those of PETROM.
2. To ensure that contractors management of HSEQ risks is assessed with equal priority to the technical and commercial risks prior to entering into any contractual agreement.
3. To ensure that interfaces between PETROM and contractors are identified and effectively managed to control HSEQ risks.
4. To set HSEQ performance standards for contractors and monitor and audit their performance against these standards.

Policy Element No 8 – Planning and Performance Monitoring

Objectives will be planned with performance indicators established to measure the implementation of HSEQ policies.

1. To ensure all HSEQ objectives are integrated as early as possible within development and operational plans.
2. To select performance indicators that shall be used to bring about continual improvement in HSEQ performance.
3. To ensure the integration of HSEQ activities into the general management processes.
4. To provide the mechanism for measuring the implementation of HSEQ policies
5. To provide the mechanism for measuring the completion of HSEQ activities within specific work programs.
6. To provide the basis for establishing effective improvements in HSEQ performance.

Policy Element No 9 – Incidents and Accidents

Incidents and accidents will be analyzed to establish root causes and prevent recurrence.

1. To encourage without fear of victimization the open reporting of all near misses, incidents and unsafe situations.
2. To formally analyze all near misses and incidents in order to establish root causes, the actual and potential consequences, the response and to implement actions to prevent recurrence and better handling of future incident response.
3. To investigate all major accidents with a team leader who is independent from the line organization and business unit.
4. To ensure that all incidents are investigated by a team leader who is trained in investigation methodology, reporting and surrounding legal issues.
5. To report all incidents and accidents in accordance with PETROM standards and guidelines.
6. To comply with all legal requirements for incident reporting and investigation.
7. To ensure lessons learned from incidents and accidents are disseminated within PETROM EP and EPS and other organizations/trade groups that are exposed to similar hazards.

Policy Element No 10 – Emergency and Crisis Control

Organisational arrangements, facilities and training will be provided to control emergencies and crises.

1. To establish emergency response plans based on the risks that potentially impact the business, local communities or the environment and ensure they align with PETROM EP and EPS systems for management of emergencies and crises.
2. To provide equipment, facilities and trained personnel that can execute emergency response plans.
3. To consult and inform local communities about any actions they may have to take during and after an emergency.
4. To provide periodic scenario training exercises that verifies the effectiveness of emergency response plans and is subject to independent review to identify areas for improvement.
5. To ensure that scenario training exercises include participation with external organizations (e.g. regulators, contractors, public emergency services, etc) who could be involved during an emergency.
6. To review the effectiveness of the emergency response following any situation when emergency response teams were mobilized and to identify areas for improvement.
7. To update emergency response plans when changes occur as part of the management of change process required by Policy Elements 5 & 6.

Policy Element No 11 – Stakeholder Dialogue and Documentation

There will be active dialogue with stakeholders and communities to ensure confidence in the integrity of our activities. Information will be controlled to ensure it is accurate, relevant and readily available to ensure safe working and minimize undesirable effects.

1. To establish open communications with employees, contractors, regulatory agencies, public organizations and communities regarding the HSEQ aspects of our business.
2. To ensure awareness of cultural differences, respecting diversity and adjusting our ways of working to different situations.
3. To recognize and respond to government and community related expectations and concerns about our activities.
4. To assess proactively the HSE aspects of business development on local communities and ensure they are transparent, communicated and integrated into business evaluation processes.
5. To build partnerships with communities, NGOs, public organizations, regulators and commercial entities in order to facilitate successful relations.
6. To securely manage drawings, design data, inspection and test records, material safety data sheets and other relevant HSEQ documentation.
7. To control HSEQ documentation related to statutory permits, guidelines, codes, standards, procedures and ensure that any operating requirements are communicated to the workforce.
8. To establish a confidential system of records relevant to employee health, medical and occupational exposure records.

Policy Element No 12 – Audit and Review

An independent audit and review system will be established to assess the effectiveness of HSEQ management and identify areas for improvement.

1. To ensure that the HSEQ aspects of all activities are subject to independent audit on a regular planned basis.
2. To ensure the HSEQ management system is subject to independent audit and review for the purpose of achieving continuous improvement.
3. To ensure that sufficient trained resources are available to conduct audits and reviews.
4. To ensure that the recommendations arising from audits and reviews are assessed and monitored until satisfactorily resolved.

2.3 Organization Framework

HSEQ is everyone's responsibility, but ultimately rests with line management, who have statutory and moral obligations to provide a safe, healthy and secure working environment. The role of HSE professionals is to provide expert advice and coaching support.

The Head of PETROM EP HSEQ has full authorization from the Member of the Executive Board in charge with EP and from the Member of the Executive Board in charge with EPS to approve HSEQ regulations (standards and guidelines). The implementation of the HSEQ MS is the responsibility of line management.

An organization chart outlining the senior management structure for PETROM EP is provided in Figure 5 below.

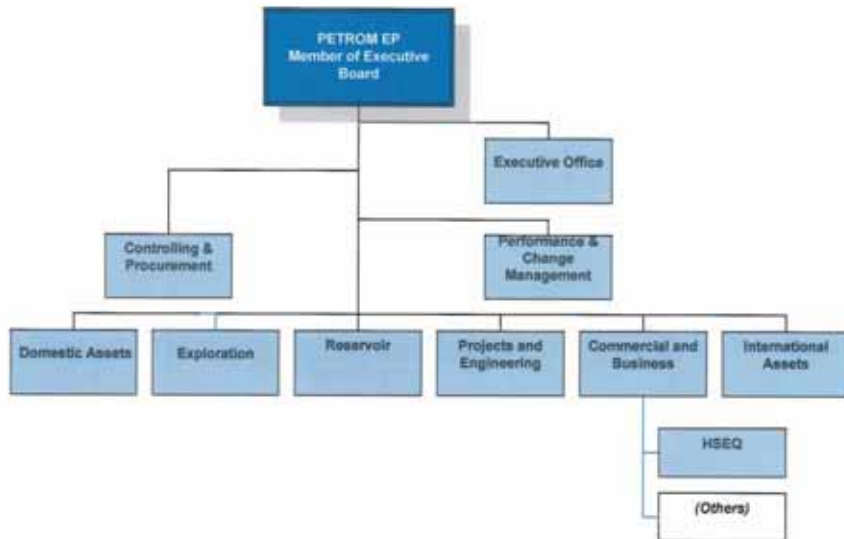


Figure 5: PETROM EP Organizational Chart

The EP HSEQ organizational chart is presented in Figure 6 below.



Figure 6: PETROM EP HSEQ Organizational Chart

An organization chart outlining the senior management structure for PETROM EPS is provided in Figure 7 below.

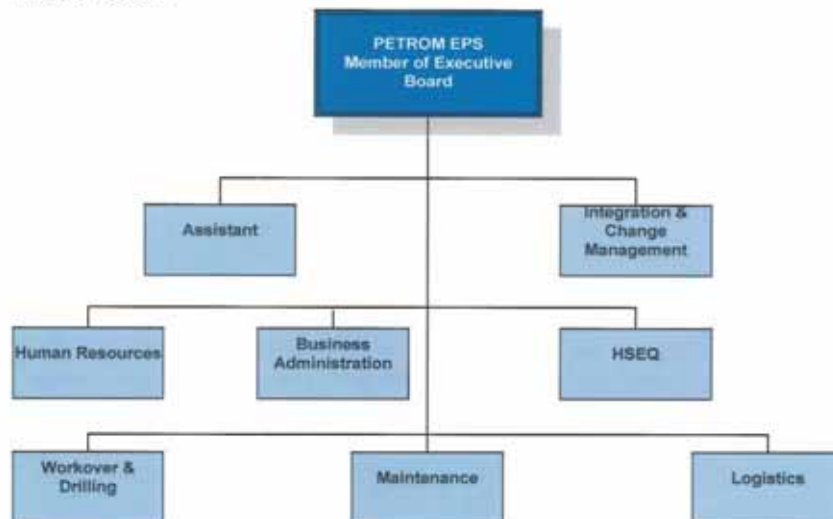


Figure 7: PETROM EPS Organizational Chart

Within PETROM EP and EPS, HSEQ representatives from Field Clusters have to report the HSEQ related activity directly to the HSEQ EP and EPS and to the line managers.

2.4 Duty of Care

PETROM has a duty of care that applies to people, communities and the environment. All employees are expected to take this into account in their working activities and are responsible for:

- Carrying out work in a manner that does not present a risk to themselves or others, local communities, the environment or damage to assets.
- Identifying and reporting hazards and working pro-actively to seek system improvements.
- Working in accordance with the HSEQ MS and all related HSEQ management standards, guidelines and procedures.
- Ensuring contractors fully understand and work to the HSEQ MS standards.

In addition, all line managers are responsible for:

- Ensuring compliance with the HSEQ MS standards.
- Regularly reviewing HSEQ performance and ensuring continual improvement.

Detailed roles and responsibilities, including HSEQ responsibilities, for each position shall be documented and included in relevant HSEQ activity plans.

3. PLANNING

3.1 People, Competency and Behavior

PETROM EP and EPS have procedures in place to ensure all personnel selected and appointed to positions within PETROM EP and EPS have the appropriate experience, knowledge and skills required to undertake their position.

HSEQ specific training is critical to successful implementation of the HSEQ MS and will be integrated into vocational training plans.

The aim of such training is to enhance personal awareness of the potential hazards associated with their work, and the control measures and procedures necessary to minimize the risk of personal harm or loss/damage to PETROM EP and EPS assets and the surrounding environment.

PETROM EP and EPS determine the competencies required for personnel performing tasks and ensure that personnel performing these tasks are competent to perform them. PETROM EP and EPS identify, plans, monitors and records training needs for all personnel.

The line managers are responsible for maintaining employee and contract personnel training records and appraising performance.

3.2 Hazards & Effects Management

PETROM EP and EPS will demonstrate a commitment to controlling and managing all potential risk through identifying hazards, assessing their likelihood and consequences, analyzing their causes and implementing control measure to ensure that risks are reduced to ALARP.

Formal methods of identifying HSE hazards and controlling risks used by PETROM EP include, but are not limited to: HAZID, ENVID, HAZOP, FMECA and Job HSE Analysis. Line managers are responsible for the process and responsible for ensuring that appropriate hazard identification and assessment are undertaken.

The basic hazard management steps are shown in Figure 8 below:

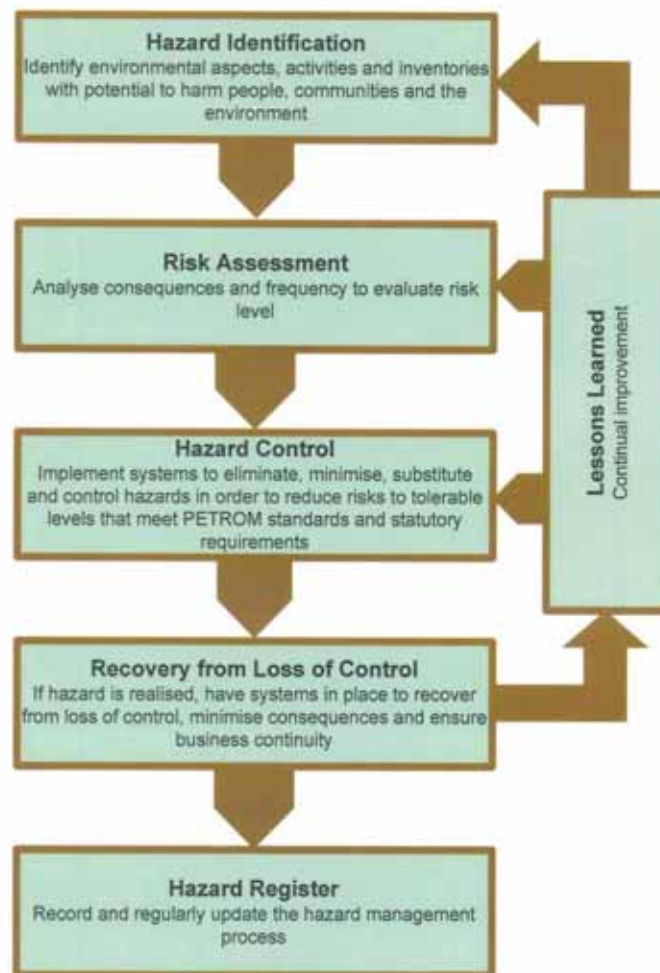


Figure 8: Hazard Management Process

The following hierarchy of risk reduction measures should be used in order of preference for hazard control as listed:

1. Elimination or minimization/ substitution	Can part of the process be done elsewhere, can hazardous inventories be reduced, etc.
2. Engineering design controls	To contain the hazard or prevent it escalating.
3. Procedural controls	That may include safe work instructions, permit to work systems, job rotation, automation and remote sensing.
4. Personal protective equipment (PPE)	Safety glasses, breathing apparatus, etc.

PPE will always be used as the last resort to control hazards in the workplace.

The hazard management process shall be recorded on a hazard register. The format will be dependent on the process adopted, the level of risk and the complexity of the issues.

For production and processing facilities it will be necessary to use specialized methods and carryout more detailed forms of risk assessment. HAZID or HAZAN may be utilized to review the process activities for initial/preliminary designs. When more detail is available, HAZOP is used as one method to review the design of process facilities. Physically affects modeling and quantified risk assessment will supplement these techniques and provide numerical output as an aid to decision making.

Workplace risk assessment is a specialized method for reviewing actual work or tasks, e.g. working at desk on a computer, repairing process piping, rescuing a person in the sea, etc. It looks at each task step by step to identify the hazards and evaluate how to minimize the risks using the four stage hierarchy described above.

Similarly other techniques that can be used to assess and manage risks are: toolbox talks, job HSE analysis, step back 5 x 5, journey management planning, bow tie diagrams, etc.

3.2.1. As Low as Reasonably Practicable (ALARP)

The ALARP concept is based on the principle that there is a cost versus benefit associated with any risk control method. The evaluation about when the cost of controls outweighs the benefits of risk reduction may be done qualitatively using expert judgment. PETROM guidelines give quantitative criteria that shall be used as an aid to decision making for high cost or complex facilities. In particular it gives guidance on the principle of gross disproportion which applies when the risk levels are high.

4. IMPLEMENTATION

4.1 Engineering

PETROM facilities will be designed, procured, constructed and commissioned to enable safe, secure, healthy and environmentally sound performance during their operational life. All engineering designs will be subject to HSEQ risk assessments and appropriate controls implemented.

Quality assurance system shall be implemented to ensure construction of the plant is in accordance with the design specifications and drawings.

Planned maintenance and risk based inspection systems shall be developed to ensure ongoing technical integrity of the facilities. For all facilities Project HSE Reviews will be carried out and a HSE Case developed in accordance with PETROM EP and EPS standards.

Major upgrades, modifications and decommissioning activities on existing facilities will also comply with this policy requirement.

4.2 Operations

Facilities will be operated within the limits of the risk assessment parameters defined in the HSE Case. Planned maintenance and risk based inspection systems shall be implemented to ensure the continuing technical integrity of the facilities.

Risk assessments shall be updated before there are any operational changes to facilities which are outside of permitted ranges. Similarly a management of change process shall be implemented that assess the impact of modifications, organizational changes, new knowledge, community expectations, varying security threat levels, infrastructure/ environmental changes, regulatory changes, etc.

Line management are responsible for identifying activities that require operational controls such as procedures, guidelines, programs and work instructions to manage HSEQ.

Safe work procedures are established and maintained for all operations and work activities that present HSEQ risks. Procedures will be developed in consultation with the applicable work group and be practicable documents that are fit for purpose.

Personal protective equipment (PPE) will be worn at all times in accordance with best industry practice and as defined in PETROM EP and EPS standards.

Critical materials and equipment (including temporary equipment) will be certified, tested, inspected and approved prior to shipment to site. All material movement will be tracked and documented. No new plant, equipment, substances or machinery will be procured without a hazard identification and risk assessment.

All materials and equipment utilized in company operations will be handled and stored correctly. Inventories of equipment and consumables will be maintained in accordance with manufacturers' recommendations to ensure adequate control of PETROM materials.

All hazardous goods will be transported in accordance with applicable dangerous good handling procedures and dangerous goods regulations.

The inspection and testing of plant and equipment used by PETROM EP and EPS and it's Contractors, form an essential part of monitoring compliance with HSEQ standards required by regulatory authorities and contractual requirements. Contractors will have inspection and testing regimes in place to ensure compliance.

PETROM EP and EPS activities will comply with local and international regulatory environmental requirements. Social and Environmental Management plans will be developed and implemented to ensure all activities are conducted in a manner that reduces impacts to community and the environment to as low as reasonably practicable (ALARP). Performance monitoring and reporting of environmental factors will be undertaken in accordance with environmental legislation and requirements.

4.3 Contracted Services

Contractors and suppliers are a large part of our business. If they do not perform, this can often have a significant impact on our business. They have different commercial pressures and their priorities may not align with those of PETROM EP and EPS. It is important that control systems are in place and implemented to minimize undesirable HSEQ impacts if things go wrong.

All services, materials, plant, substance and equipment shall be procured in compliance with HSEQ requirements. PETROM procurement regulations cover this process in more detail. In summary the key steps where HSEQ input is required are shown in Figure 9 below.

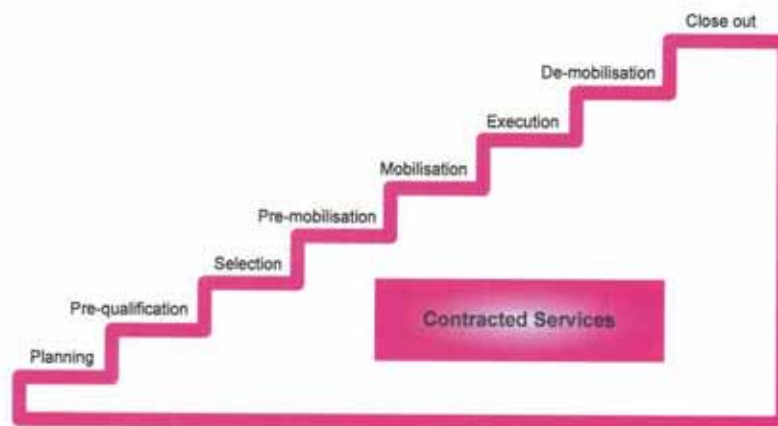


Figure 9: Procurement – Key Steps for HSEQ Input

The management effort expended in controlling contractors and suppliers is proportionate to the risk. Hence, where failure of the product or service has minimal consequences, then not all of the steps have to be followed. However, because risk assessment is not an exact science and circumstances can change quickly, there should always be included in contracts and purchasing terms and conditions, standard legal clauses that set out a base level of HSEQ requirements.

4.4. Emergency and Crisis Control

PETROM EP and EPS have established management plans to address emergency and crisis management. These detail responsibilities, equipment required, actions, reporting requirements, resources and procedures for dealing with potential emergency scenarios.

Personnel are trained and roles clearly defined and communicated to all personnel responding to an emergency situation. Appropriate resources including first aid, medical care, fire and spill control measures are provided to effectively respond to major incidents, emergency and crisis situations.

Training exercises and drills are held to test emergency systems and maintain the expertise of personnel / systems involved are held at regular intervals. These will be subject to regular review and updated as appropriate.

5. MEASUREMENT AND EVALUATION

5.1 Planning and Performance Monitoring

HSEQ plans detail specific activities to be undertaken to implement the HSEQ MS. The following plans shall be developed and implemented:

- Five year HSEQ strategic plan for the Venture that is consistent with the overall EP and EPS strategy.
- Annual HSEQ plan that cascades down from the Venture specific strategic plan.
- Annual HSEQ plan specific to each operated facility.
- HSEQ plan specific to major activities, i.e. drilling campaign, development project, upgrade of facilities, etc.

Line managers are responsible for developing these plans and communicating them to employees and interested parties through PETROM communication mechanisms. Plans shall be regularly monitored, reported and remedial action taken to keep them on track.

HSEQ goals shall be formally included via the balanced scorecard system (BSC) and by setting of challenging key performance indicators (KPI). These goals shall be cascaded down through the organization and made relevant to line managers and supervisors.

5.2 Incident Reporting and Investigation

Prompt reporting and thorough investigation of all accidents, incidents, near miss incidents and dangerous occurrences is an essential HSEQ performance standard indicator.

The reporting of all injuries to personnel, damage to property and the environment and those incidents that could have had serious escalation potential shall be stored in a secure electronic database. It shall also be used to record all hazards and near misses. This applies to all contractors, visitors and third parties on PETROM EP and EPS worksites or offices. It also includes activities or impacts off site that have originated from PETROM EP and EPS activities, e.g. transportation, pollution, noise, etc. A computerized interactive system shall also be used to schedule and monitor follow up actions resulting from complaints, investigations, audits, reviews, etc.

Dependent upon the severity of the incident, Line Management at the work location will initiate the report, carry out the investigation which is to include line management supervisors and HSEQ representatives (if applicable), review the accident or incident and be responsible for any follow-up and corrective actions.

Corrective and preventive actions are documented and communicated to all affected personnel, including changes to policies, procedures and other documentation resulting from non-conformance or incident. Procedures are in place to ensure that corrective and preventive actions are implemented, understood and effective.

Appropriate HSEQ statistical data is determined, collated and analyzed to demonstrate the suitability and effectiveness of the management system. Reports are regularly distributed to management for review with the aim of continuous improvement of the HSEQ MS.

Lessons learned shall be disseminated within PETROM EP and EPS and to relevant stakeholders.

6. REVIEW AND IMPROVEMENT

6.1 Stakeholder Dialogue and Documentation

Participation and consultative mechanisms that promote active communication and involvement of all personnel and key stakeholders on HSEQ issues will build ownership of the HSEQ MS.

We shall build positive relationships with our stakeholders, be transparent in our dealings with them and integrate our management of community issues into our business processes.

All acquisitions and divestments will assess the potential social impact of our entry and exit to or from a region. We shall take into account that OMV AG has signed onto the United Nations Global Compact and our dealings with communities will comply with the relevant standards for Community Relations and Investment.

Employee involvement and communication processes are fostered to ensure continued identification of ways to eliminate unsafe work practices and conditions, convey HSEQ information and matters to the workforce, provide forums to increase HSEQ awareness, obtain commitment to the HSEQ program, and to resolve any issues or concerns.

Regular meetings at all locations play a significant part in the communication process. Typical meetings held include HSEQ meetings, pre-start/ pre-spud meetings, pre-tour meetings, HSEQ committee meetings and management meetings.

All HSEQ related manuals, procedures, guidelines and plans are shall comply with controlled document systems. Printed paper copies are uncontrolled unless otherwise marked. The receipt, control and distribution of all HSEQ MS information, electronic and paper, shall comply with quality management and security standards.

6.2 Audit and Review

Periodic audits of procedures and systems of work shall be conducted by independent auditors to ensure the objectives, targets and operational plans are being properly implemented and maintained. The assistance of employees of various disciplines may be called on as necessary. Recommendations for improvement shall be used as the basis for a program of work to rectify deficiencies. All auditors shall be appropriately trained and records maintained.

PETROM EP and EPS shall ensure those activities; products or services that do not conform to HSEQ requirements will be quickly identified. All non-conformances and corrective actions arising from HSE meetings, incident investigations, audits and inspections will be raised and promptly tracked to close-out on a computerized system.

A performance review of the HSEQ MS shall be undertaken on an annual basis to ensure it remains effective and is fit for purpose. Results from this review are documented and the status of systems, and any changes or improvements, shall be implemented.

A full HSEQ management system audit will be conducted on each operating venture at least every 3 years to evaluate compliance with the HSEQ Management System. More frequent system audits shall be scheduled based on the results of prior audits and where high risk factors are evident or if performance improvements are needed.

7. ABBREVIATIONS

ALARP	As Low As Reasonably Practicable
BSC	Balanced Score Card
CSR	Corporate Social Responsibility
ENVID	Environmental (Hazard) Identification
FMECA	Failure Modes, Effects and Criticality Analysis
HAZAN	Hazard Analysis
HAZID	Hazard Identification
HAZOP	Hazard and Operability (study)
HSEQ	Health, Safety, Environment and Quality (includes security and corporate social responsibility)
HSEQ MS	Health, Safety, Environment and Quality Management System (includes security and corporate social responsibility)
IMS	Integrated Management System
ISO	International Standards Organization
JSA	Job Safety Analysis
KPI	Key Performance Indicator
OMV AG	OMV Aktiengesellschaft, Vienna, Austria
PETROM Corporate	PETROM Corporate
PETROM EP	PETROM Exploration and Production
PETROM EPS	PETROM Exploration and Production Services
PETROM HQ	The headquarters of PETROM
PHSER	Project HSE Review
PPE	Personal Protective Equipment

ANNEX G
Contract No. _____

Performance Guarantee No. [PLEASE INSERT]

We have been informed that you have concluded on [PLEASE INSERT] a contract no [PLEASE INSERT] (hereinafter called the "**Contract**") with [PLEASE INSERT] (hereinafter called the "**Contractor**" for the supply of [PLEASE INSERT] at a total price of [PLEASE INSERT].

According to the contract, the Contractor is required to provide you with a performance guarantee in the amount of 10 % of the total price of the contract.

This being stated, we, [PLEASE INSERT THE BANK], having our address in [PLEASE INSERT], Bank Registry no [PLEASE INSERT], irrespective of the validity and the legal effects of the above-mentioned contract and waiving all rights of objection and defence arising from the principal debt, hereby irrevocably undertake to pay immediately to you upon your first demand, any amount up to

(Currency and amount) [PLEASE INSERT]
(In full letters) [PLEASE INSERT]

upon receipt of your written request for payment and your written confirmation stating that the Contractor is in breach of his obligation(s) under the contract and explaining in which respect the Contractor is in breach.

For the purpose of identification, your written request for payment and your written confirmation have to be presented through the intermediary of a first rate bank confirming that the signatures are legally binding upon your firm.

Our guarantee is valid until [PLEASE INSERT], and expires in full and automatically, irrespective of whether the present document is returned to us or not, should your written request for payment and your above mentioned written confirmation not be in our possession by that date at our counters in [PLEASE INSERT].

With each payment under this guarantee our obligations will be reduced pro rata.

This guarantee is subject to Uniform Rules for Demand Guarantees, ICC Publication no. 758.

The issuing Bank
[PLEASE INSERT]

ANNEX H

COD FURNIZOR:

COMANDA APROVIZIONARE (FO) pag.1/2

Numar comanda **Data comanda**
845

Numar contract **Numar comanda lucru**
846

Grup de aprovizionare:
Telefon/Fax:
E-mail:
Solicitant: **Ref.nec:**

Adresa livrare:
OMV PETROM S.A.
Petrom City - Coralilor 22
Bucuresti -
Incotermini:

Moneda: EUR							
Nr. crt.	Cod articol	Desc. articol	Cod articol furnizor	Cantitate	UM	Pret	Valoare fara TVA
10		Seismic Acquisition Services		1	UA		

Valoare totala fara TVA

Condiții de livrare

Condiții de plată

Garanții

Penalități contractuale

Notă de antet

According to the Contract no.

COMANDA APROVIZIONARE (PO) pag.2/2

Numar comanda	Data comanda
845	
Numar contract	Numar comanda lucru
846	

in numele OMV PETROM S.A. - E&P

Această comandă este fermă pentru îndeplinire. Vă rugăm, trimiteți confirmarea în doua zile de la primire, prin fax, în atenția persoanei de contact menționate mai sus.
Numarul comenzii trebuie menționat în facturi precum și în toate celelalte documente care însoțesc această livrare .
Bunurile livrate trebuie însoțite de Avizul de Însoțire a Marfii (primire corespondentă)
Termenii Generali și Condițiile de Achiziție ale OMV PETROM S.A. sunt parte integrantă ale prezentei comenzi.

Comanda face parte integranta din contractul mentionat mai sus.

Vă rugăm trimiteți factura la:

OMV PETROM S.A. SC AP # E&P
Cladirea Multigalaxy
Soseaua Fabrica de Glucoza nr. 11G
sector 2, Bucuresti Romania
zip code : 020331

SECTIUNEA D
SECTION D

Formulare
Bid Submission Forms

Modality of presentation of the Bidder’s information: economic operator or association

The Forms foreseen within this section must be filled up correspondingly.

Requested forms and statements must be signed in original, if not specified otherwise, by the authorized persons or institutions, as appropriate.

Each Bidder which submits a Bid within this procedure has the obligation to present the information as presented below (following the specified order).

The Bidders must present in electronic format the content of the documents presented within the bid, in the order specified below.

The electronic file “Index/Content of the documents presented within the bid” will be used during bids opening meeting, for fulfilling the legal requirements related to the records of the documents presented by each bidder, as specified under art. 33, para 4 from GD 925/2006, with further amendments and supplementing.

The file must be in “x.doc” form (word) and will have the following structure:

#	Title of the document (including no., date, where applicable)	Page no in the offer

Example:

1.	ISO 9001:2008 Registration Certificate, AA 1234	101
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- 1. Index/Content of documents submitted for this Bid (hard and electronic version in “x.doc” format)**
- 2. General information about the Bidder**
- 3. Information regarding the Bidder’s constitution in case the Bidder is an Association**
- 4. Information regarding the Bidder’s personal situation**
 - 4.1. Eligibility statement - *[in original]*
 - 4.2. Statement to indicate not being in any of the situations provided for by art. 181 of Government Emergency Ordinance no. 34/2006, with further amendments and supplementing - *[in original]*
 - 4.3. Statement regarding the capacity of participant to the procedure - *[in original]*
 - 4.4. Criminal record of the economic operator - *[in original]*
 - 4.5. Litigation History - *[in original]*
 - 4.6. Statement concerning the conflict of interest - *[in original]*
 - 4.7. Statement/Certificate for participating in the bidding process with independent bid - *[in original]*
- 5. Information related to the suitability to pursue the professional activity**
 - 5.1. Documents defining legal or company status - *[copy]*
 - 5.2. Confirmation of company details issued by the National Trade Register Office or any other equivalent document - *[in original or certified copy]*
- 6. Information related to the economic and financial standing**
 - 6.1. Extract from the balance sheets for the financial years 2008, 2009, 2010 and annex to indicate the turnover, the profit and loss account - *[copy]*
 - 6.2. Statement of turnover for the preceding 3 years - *[in original]*
 - 6.3. *Fixed undertaking to support third party economic and financial situation concluded in authentically form, where applicable – [in original]*
 - 6.3.1. *Eligibility statement - [in original, for the guarantor, if applicable]*
 - 6.3.2. *Statement to indicate not being in any of the situations provided for by the art. 181 of Government Emergency Ordinance no. 34/2006 with further amendments and supplementing - [in original, for the guarantor, if applicable]*
 - 6.3.3. *Address / communication / document issued by a financial organization / institution to indicate that the financial situation of the Bidder was examined and based on the*

examination the economic operator participating in this procedure individually or in association is eligible at any time to obtain access to financial resources - [in original]

7. Information regarding the technical and professional capabilities

- 7.1. Statement regarding the main services performed for the last 3 years - *[in original]*
- 7.2. Detailed sheet - Similar experience - *[in original]*
- 7.3. Statement regarding Bidder's Infrastructure for proper performance of the service contract - *[in original]*
- 7.4. Certificates/documents issued or countersigned on behalf of the beneficiary/client - *[copy]*
- 7.5. Statement regarding the infrastructure used for proper fulfilment of the contract - *[in original]*
- 7.6. Existence of a planned/preventive maintenance system for the equipment specified as infrastructure – *[copy]*
- 7.7. Statement regarding the contract part/parts which are to be performed by the subcontractors and their specialization - *[in original]*
- 7.8. Fixed undertaking to support third party technical and professional capabilities concluded in authentically form, where applicable – *[in original]*
 - 7.8.1. Eligibility statement - - *[in original, for the guarantor, if applicable]*
 - 7.8.2. Statement to indicate not being in any of the situations provided for by the art. 181 of Government Emergency Ordinance no. 34/2006 with further amendments and supplementing - - *[in original, for the guarantor, if applicable]*

8. Information regarding the quality management system

- 8.1. Registration Certification for the Bidder's Quality Management System, issued by the third party, SR EN ISO 9001:2008 certificate or equivalent - *[copy]*
- 8.2. Quality Management System Manual in force at the Bid submission date - *[copy]*
- 8.3. Last audit report, which shall not be issued before December 2009 - *[copy]*

9. Information regarding the occupational safety and health measures

- 9.1. Registration Certification for the Bidder's health and safety management system, issued by the third party, SR OHSAS 18001: 2008 certificate or equivalent – *[copy]*
- 9.2. Health and safety management system Manual in force at the Bid submission date - *[copy]*
- 9.3. Last audit report, which shall not be issued before December 2009 - *[copy]*

10. Information regarding the Bidder undertaking in the procedure

- 10.1. Power of attorney to sign the Bid *[in original]*
- 10.2. Association agreement *[in original, if applicable]*

11. Bid submission form *[in original]*

12. Technical Proposal Form *[in original]*

13. Financial Proposal Form *[in original]*

14. Bid Security *[in original]*

15. HSE Questionnaire (Seismic Activities) *[in original]*

Bidder's/Association Partner's Legal Name: [insert full name]

General Information about the Bidder

Date: [insert day, month, year]

Bidder's legal name : [insert full legal name]
In case of association, legal name of each partner: [insert full legal name of each partner in association]
Bidder's year of constitution: [indicate year of establishment]
Bidder's legal (registered) address: [insert street/ number/ town or city/ country] Bidder's general description, including number of experience in similar contracts in its own country or internationally
Bidder's authorized representative information Name: [insert full legal name] Address: [insert street/ number/ town or city/ country] Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes] E-mail address: [indicate e-mail address]
Bidders of other nationality than Romanian, must state whether they are established in Romania in accordance with applicable regulations (for information only)
Signature [a person or persons authorized to sign on behalf of the Bidder]

Bidder's/Association Partner's Legal Name: *[insert full name]*

Bidder's Party Information

Date: *[insert day, month, year]*

[The following form shall be filled in for the Bidder's parties including partner(s) of an association, Sub-Contractor and other parties]

Association legal name: <i>[insert full legal name]</i>
Bidder's Party legal name: <i>[insert full legal name of Bidders Party]</i>
Bidder Party's year of constitution: <i>[indicate year of constitution]</i>
Bidder Party's legal address : <i>[insert street/ number/ town or city/ country]</i>
Bidder Party's authorized representative information Name: <i>[insert full legal name]</i> Address: <i>[insert street/ number/ town or city/ country]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i> E-mail address: <i>[indicate e-mail address]</i>
Signature <i>[a person or persons authorized to sign on behalf of the Bidder]</i>

Bidder's/Association Partner's Legal Name: [insert full name]

Eligibility Statement

Date: [insert day, month, year]

I, the undersigned, empowered representative of (name/address of Bidder submitting the Bid), hereby declare, under sanction of being excluded from this procedure due to false declarations in public documents, that I have not been convicted by final judgment of any court, within the last 5 years, for participation in a criminal organization, corruption, fraud or money laundering.

I, the undersigned, hereby declare that provided information are correct within all details and understand that OMV Petrom reserves the right to require, for the purpose of verifying and confirming my statements, any evidences I may posses.

Signature

[a person or persons authorized to sign on behalf of the Bidder]

Bidder's Name: [insert full name]

**Statement to indicate not being in any of the situations provided by art. 181 of Government
Emergency Ordinance no. 34/2006**

Date: [insert day, month, year]

I, the undersigned, empowered representative of (name/address of Bidder submitting the Bid), hereby solemnly declare that:

1. I am not bankrupt following a decision pronounced by a syndic judge
2. I have fulfilled my obligations relating to the payment of social security contributions and of taxes and duties, in accordance with the legal provisions of Romania / of the country [delete as appropriate], where I am established, i.e. [indicate name, if other country], as at the closing date for the submission of Bids.
3. I have not been guilty of breach of, nor have I failed to faithfully execute, other contracts awarded to me, to such extent that the performance security was forfeited, during the period of time which begins two (2) years before the closing date for the submission of Bids.
4. I have not been guilty of professional misconduct nor have I been convicted by a judgment which has the force of *res judicata* of any offence concerning the professional conduct in the last 3 years.
5. I am not affected or likely to be affected by any conflict of interest in the present procedure.

I, the undersigned, hereby declare that I am aware of the provisions of art. 292 „False statement” in the Criminal Code related to «inaccurate declaration of truth made towards a body or state agency or to any other unit of those mentioned by art. 145, in order to produce a legal consequence for itself or for other, when in accordance with the law or with the circumstances, the declaration serves to produce such consequence, is punished with imprisonment from 3 months to 2 years or a fine».

[Any paragraph that does not apply should be deleted and the space below should be used to provide clarifications.]

.....
Signature

[a person or persons authorized to sign on behalf of the Bidder]

Bidder's Name: [insert full name]

Statement regarding the capacity of participant to the procedure

Date: [insert day, month, year]

1 I, the undersigned, empowered representative of (name/address of Bidder submitting the Bid), hereby declare, under sanction of being excluded from this procedure due to false declarations in public documents, that for the purpose of the procedure for the award of Services Contract concerning [insert title/ object of Contract], organized by OMV Petrom SA, I participate and submit my Bid as:

- economic operator - sole Bidder;
- as associate within the Association [insert name of Association]

2 I, the undersigned, hereby declare:

- I am not a member of any group or network of economic operators;
- I am a member of group/ network of economic operators whose list including all identification data I hereby attach in the annex to this Statement.

[Tick the relevant option]

3 I, the undersigned, hereby declare I will immediately inform OMV Petrom should any modifications intervene in the present statement, at any time during the procedure or the contract.

4 I also hereby declare that provided information are complete and correct within all details and understand that OMV Petrom reserves the right to require, for the purpose of verifying and confirming my statements and documents accompanying the Bid, any supplementary information.

5 I, the undersigned, hereby authorize any institution, commercial company, bank and other legal persons to provide information to any authorized representatives of OMV Petrom, concerning any technical and financial aspect related to our activity.

I, the undersigned, hereby declare that I am aware of the provisions of art. 292 „False statement” in the Criminal Code related to «inaccurate declaration of truth made towards a body or state agency or to any other unit of those mentioned by art. 145, in order to produce a legal consequence for itself or for other, when in accordance with the law or with the circumstances, the declaration serves to produce such consequence, is punished with imprisonment from 3 months to 2 years or a fine».

Signature

[a person or persons authorized to sign on behalf of the Bidder]

Bidder's/Association Partner's Legal Name: *[insert full name]*

Litigation History

Date: *[insert day, month, year]*

[Please provide information on any litigation, arbitration or other dispute resolution procedure resulting from contracts executed during the last 3 years or currently under execution. A form should be submitted for each partner of association]

Year	Award FOR, or AGAINST the Economic Operator	Name of Client	Brief contract description/ Disputed matter	Disputed amount (Eur/lei) and time extension (months)

I, the undersigned, hereby declare that I am aware of the provisions of art. 292 "False statement" in the Criminal Code related to «inaccurate declaration of truth made towards a body or state agency or to any other unit of those mentioned by art. 145, in order to produce a legal consequence for itself or for other, when in accordance with the law or with the circumstances, the declaration serves to produce such consequence, is punished with imprisonment from 3 months to 2 years or a fine».

Signature

[a person or persons authorized to sign on behalf of the Bidder]

Bidder's/Association Partner's Legal Name: *[insert full name]*

Statement regarding the conflict of interest

Bidding procedure for awarding of the contract..... contract notice no. *[Insert the contract notice no]*

Referring to the information presented in the Part A – Instruction to Bidders, of the Bidding Documents, for the above identified procedure, I the undersigned empowered representative of..... *(name, address of bidder)*, hereby declare, under the sanctions of being excluded from this bidding procedure and those applied for false declarations in public documents, that, as participant in this procedure, I am not in the situation described in art. 69¹ of the Government Emergency Ordinance no. 34/2006 regarding the award of public procurement contracts, public works concession contracts and services concession contracts with further amendments and supplementing.

I enclose to the present statement relevant information for verifying the potential conflict of interest situation, as follows:

- i. The list with the members of the Managing Board
- ii. The list with the members of the Management
- iii. The list with associates/shareholders

Date: *[insert day, month, year]*

Economic operator

.....

(authorized signature and stamp)

Bidder's/Association Partner's Legal Name: *[insert full name]*

Certificate for participating in the bidding process with independent bid

Date: *[insert day, month, year]*

I. I, the undersigned, empowered representative of (name of Bidder submitting the Bid), bidder/association participating in the bidding procedure organized by OMV Petrom, as Contracting Authority, no. [Insert the contract notice no] from [Insert the contract notice date] hereby certify that the information contained is accurate and complete in every detail.

II. I/we certify by this statement, on behalf of (name/address of Bidder submitting the Bid), the following:

1. I/we read and understood the content of this certificate;
2. I/we are aware of the possibility of being excluded from the procedure if what we declared prove to be inaccurate and/or incomplete in every detail;
3. each signature existing on this document represents the person designated to submit the bid, including the terms subject of the bid;
4. for the purpose of this certificate, by competitor it is understood any natural or legal person, other than the bidder for whom this certificate is worded to, who is presenting a bid within the same procedure or who could present a bid, fulfilling the participating conditions;
5. the submitted bid was designed and worded in an independent manner regardless of any other competitor, without the existence of consultations, communications, agreements and arrangements with these bidders;
6. the submitted bid is not containing elements arising from agreements between competitors referring to prices/tariffs, methodology/formulae for calculating these, the intention to present or not to present a bid in that procedure or the intention to include in the respective bid elements which by their nature, are not related with the object of the procedure;
7. the submitted bid is not containing elements arising from understandings between competitors referring to quality, quantity, particular specifications of the offered product or services;
8. details presented in the bid have not been communicated, directly or indirectly, to any other competitor before the official moment of public bid opening, notified by the contractor.

III. Under the sanctions foreseen by the legislation in force, I/we declare that the information presented in this certificate is accurate and real in every detail.

Bidder,

.....

Date

[insert day, month, year]

Signature

[a person or persons authorized to sign on behalf of the Bidder]

Bidder's/Association Partner's Legal Name: *[insert full name]*

Statement of turnover

Date: *[insert day, month, year]*

[The following table shall be filled in for the Bidder and for each partner of an association]

Annual general turnover data		
Year <i>[indicate year]</i>	Amount and Currency <i>[insert amount and indicate currency]</i>	EUR equivalent <i>[insert amount in EUR equiv.]</i>
Average Annual Turnover *		

Annual specific turnover data		
Year <i>[indicate year]</i>	Amount and Currency <i>[insert amount and indicate currency]</i>	EUR equivalent <i>[insert amount in EUR equiv.]</i>
Average Annual Specific Turnover *		

Average annual specific turnover calculated as total certified payments received for activities in progress or completed.

I, the undersigned, hereby declare that I am aware of the provisions of art.292 „False statement” in the Criminal Code related to «inaccurate declaration of truth made towards a body or state agency or to any other unit of those mentioned by art. 145, in order to produce a legal consequence for itself or for other, when in accordance with the law or with the circumstances, the declaration serves to produce such consequence, is punished with imprisonment from 3 months to 2 years or a fine».

Signature

[a person or persons authorized to sign on behalf of the Bidder]

Bidder's/Association Partner's Legal Name: *[insert full name]*

Statement regarding the main services performed for the last 3 years

Date: *[insert day, month, year]*

[The following table shall be filled in for the Bidder and for each partner of an association]

[Identify contracts that demonstrate continuous activities over the past 3 years. List contracts chronologically, according to their commencement (starting) dates.]

We, the undersigned, authorized representative of..... *[insert full name of Bidder]* declare, subject to the sanctions enforced upon the act of forger in public documents, that:

1. the data presented in the table below reflects the reality.
2. the information supplied is accurate and complete in every detail
3. we understand OMV Petrom is entitled to request, for the purpose of verification and confirmation of the declarations, statements and documents attached, any additional information for the purpose of verification of the data in this statement.
4. hereby authorize any entity to supply information to the authorized representatives of OMV Petrom regarding any information presented in relation to our experience.

Also, I declare that I am aware of the provisions of art. 292 „False statement” in the Criminal Code related to «inaccurate declaration of truth made towards a body or state agency or to any other unit of those mentioned by art. 145, in order to produce a legal consequence for itself or for other, when in accordance with the law or with the circumstances, the declaration serves to produce such consequence, is punished with imprisonment from 3 months to 2 years or a fine».

Starting Month /Year	Ending Month /Year	Information about Contract
<i>[indicate month/year]</i>	<i>[indicate month/year]</i>	Contract name: <i>[insert full name]</i> Address: <i>[indicate street/number/town or city/country]</i> Role of Bidder: <i>[insert "Contractor" or "Subcontractor"]</i> Brief Description of the activities performed by the Bidder <i>[briefly describe provided services]</i> Amount of contract: <i>[insert amount in EUR equivalent]</i> CPV Code: <i>[insert CPV code]</i>

Signature

[a person or persons authorized to sign on behalf of the Bidder]

Bidder's/Association Partner's Legal Name: [insert full name]

Detailed Sheet - Similar Experience

Date: [insert day, month, year]

[The following table shall be filled in for contracts performed by the Bidder, each partner of an Association, and specialist subcontractors]

Similar Contract No. [insert number] of [insert number of similar contracts required]	Information		
Contract Identification	[insert contract name and number, if applicable]		
Begin date	[insert day, month, year, i. e., 15 May, 2006]		
Completion date	[insert day, month, year, i.e., 03 September, 2007]		
Role in Contract [check the appropriate box]	Single Contractor <input type="checkbox"/>	Associate <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount	[insert total contract amount in local currency]	EUR [insert total contract amount in EUR equivalent]	
If partner in an association, or Subcontractor, specify participation in total contract amount	[insert a percentage amount]	[insert total contract amount in local currency]	[insert total contract amount in EUR equivalent]
Beneficiary's Name:	[insert full name]		
Address:	[indicate street / number / town or city / country]		
Telephone/fax number	[insert telephone/fax numbers, including country and city area codes]		
E-mail:	[insert e-mail address, if available]		
Description of the similarity			
1. Amount	[insert amount in EUR in words and in Figures]		
2. Physical size	[insert physical size of activities]		
3. Complexity	[insert description of complexity]		
4. Approach	[insert specific aspects of the approach involved in the		

	<i>contract]</i>
5. Other Characteristics	<i>[insert other characteristics you consider to be relevant]</i>

Attachment:

Certificate from the following beneficiaries:

1.
2.
3.

Also, I declare that I am aware of the provisions of art. 292 „False statement” in the Criminal Code related to «inaccurate declaration of truth made towards a body or state agency or to any other unit of those mentioned by art. 145, in order to produce a legal consequence for itself or for other, when in accordance with the law or with the circumstances, the declaration serves to produce such consequence, is punished with imprisonment from 3 months to 2 years or a fine».

Signature

[a person or persons authorized to sign on behalf of the Bidder]

Bidder's/Association Partner's Legal Name: [insert full name]

Bidder's Infrastructure for proper performance of the service contract

Note: In case of an association this document will be presented only by the association.

Date: [insert day, month, year]

I, the undersigned, empowered representative of (name/address of Bidder submitting the Bid), hereby declare, under sanction of being excluded from this procedure due to false declarations in public documents, that the information presented is real.

I, the undersigned, hereby declare that the information presented is correct and complete in every detail and I understand that OMV Petrom is entitled to ask in view of verification and confirmation of the statements, situations and documents which accompany the Bid, any additional information in order to check upon the present statement content.

I, the undersigned, hereby authorize any institution, company, bank or other legal persons to provide information to representatives of OMV Petrom with regard to any technical and financial aspect linked to our activity.

Signature

[a person or persons authorized to sign on behalf of the Bidder]

LIST of Bidder's Infrastructure for the proper performance of the service contract

Infrastructure article, equipment, vehicle, software, Bid, etc. (as requested in the Bidding Documents)	Unit no.	Description, brand and age (years), (if applicable)	Power Capacity (if applicable)	Condition (new, good, old) and the available no	Ownership, rented ¹ or to be purchase ²	Permits, inspection reports, validity term, in accordance with the legislation in force on the Bid submission date

I, the undersigned, hereby declare that I am aware of the provisions of art. 292 „False statement” in the Criminal Code related to «inaccurate declaration of truth made towards a body or state agency

¹ Copies of the Lease Contract

² Copies of the Purchase Contract

or to any other unit of those mentioned by art. 145, in order to produce a legal consequence for itself or for other, when in accordance with the law or with the circumstances, the declaration serves to produce such consequence, is punished with imprisonment from 3 months to 2 years or a fine».

Signature

[a person or persons authorized to sign on behalf of the Bidder]

Bidder's/Association Partner's Legal Name: *[insert full name]*

Statement regarding the contract part/parts which are to be performed by the subcontractors and their specialization

Note: *In case of an association this document will be presented only by the association.*

Date: *[insert day, month, year]*

I, the undersigned, empowered representative of..... *[name/address of Bidder submitting the Bid]*, hereby declare, under sanction of being excluded from this procedure due to false declarations in public documents, that the information presented is real.

I, the undersigned, hereby declare that the information presented is correct and complete in every detail and I understand that OMV Petrom is entitled to ask in view of verification and confirmation of the statements, situations and documents which accompany the Bid, any additional information in order to check upon the present statement content.

I, the undersigned, hereby authorize any institution, company, bank or other legal persons to provide information to representatives of OMV Petrom *[insert address of contracting authority]* with regard to any technical and financial aspect linked to our activity.

Also, I declare that I am aware of the provisions of art. 292 „False statement” in the Criminal Code related to «inaccurate declaration of truth made towards a body or state agency or to any other unit of those mentioned by art. 145, in order to produce a legal consequence for itself or for other, when in accordance with the law or with the circumstances, the declaration serves to produce such consequence, is punished with imprisonment from 3 months to 2 years or a fine».

Signature

[a person or persons authorized to sign on behalf of the Bidder]

Crt. No.	Subcontractor	Contract part/parts which are to be subcontracted	Subcontractor's Signed Agreement

Signature

[a person or persons authorized to sign on behalf of the Bidder]

Bidder's/Association Partner's Legal Name: *[insert full name]*

Bid Submission Form

[to be filled in for each option, in case of alternative Bids]:

Date: *[insert day, month, year]*

To: SC OMV PETROM SA

After examining the Bidding Documents and after developing a full understanding of the Scope of Work requirements, we, the undersigned, undertake to sign the contract and to commence, execute and complete the contract in accordance with the Bidding Documents and our attached Technical Proposal for the price specified below, as defined in our Financial Proposal;

For a total value for the activities described above of EUR *[Insert amount in figures and words – from the FIN 1 of the Financial Proposal]*, without VAT and with a corresponding VAT of EUR *[Insert amount in figures and words]*

We, the undersigned, hereby declare that:

- i. We have examined the content of the Bidding Documents for the bid *[insert name of bidding procedure]* and fully accept them in their entirety, without reservation or restriction.
- ii. In the event of more than one lot being awarded to us, we will grant a discount which shall be applied proportionally to the entire offer. The discounted price of our bid will be as follows:
- iii. We agree that our present bid shall be valid for a period of *[insert number]* days, from the bid submission date and that submission of this bid shall bind us and we agree that it may be accepted at any time prior to the expiry of the said period.
- iv. If our bid is accepted and we sign the contract, we undertake to provide a Performance Guarantee of *[insert amount and currency]*, as specified in more detail in the contract.
- v. Should our offer be accepted, we undertake to perform as stipulated in the subsequent contract and as governed by the contract provisions.
- vi. We accept that:
 - a) OMV Petrom is not bound to proceed with this bidding process and that it reserves the right to cancel the procedure, or to award only part of the WORK.
 - b) OMV Petrom is not bound to accept the lowest price offer, nor any of received bids. It will incur no liability towards us should it do so;

- c) In no case shall OMV Petrom bear liability for any damages arising out of the aforementioned cases and we shall indemnify and hold OMV Petrom harmless in such event.

Our Bid is submitted on behalf of the following*:

	Name(s) of Bidder(s)
Leader	
Member of association 2*	
Member of association 3 *	
.....	

* add/delete additional lines for partners as appropriate. Note that subcontractors are not considered as partners for the purposes of this procedure. If this Bid is being submitted by an individual Bidder – economic operator, the name of the Bidder should be entered as '**leader**' (and all other lines should be deleted)

We, as Bidder in this procedure, declare that no attempt has been made or will be made by us to induce any other party to submit or not to submit a Bid for the purpose of affecting the competition.

Contact person for this bidding procedure as well as for the electronic auction shall be:

Name	
Address	
Telephone	
Fax	
E-mail	

Signature of Bidder or
of Bidder's Representative

Name of signatory

Capacity of signatory

* **Note:** All blank fields must be completed by the Bidder or by the Bidder's Representative.

Bidder's/Association Partner's Legal Name: [insert full name]

TECHNICAL PROPOSAL FORM

Date: [insert day, month, year]

TECHNICAL PROPOSAL SUBMISSION APPROACH – Minimum requirements on content (except where expressly otherwise specified)

The following items are compulsory key-components of the Technical Proposal.

Technical Proposal shall be submitted in the structure:

In this section you have to present the approach, that you as Bidder:

- understand contract objectives
- establish an approach for performing the services
- present a methodology for carrying out the services
- present a work plan for performing the services

Technical Approach and methodology

At least the following information in response to the requirements from the Scope of Work must be presented here:

1. Approach and methodology for Mobilization Procedures
2. Approach and methodology for Survey Statistics – Layout – Fold Maps
3. Approach and methodology for Scouting and Preparing. Survey Proposals
4. Approach and methodology for Geodetic & Surveying Specifications
5. Approach and methodology for Drilling & Pre-Loading Operations
6. Approach and methodology for Vibroseis Operations
7. Approach and methodology for Recording Operations
8. Approach and methodology for Seismic Data Quality Control
9. Approach and methodology for Up-Hole Survey Program
10. Approach and methodology for Production Reports. Confidentiality
11. Approach and methodology for In-field “QC” seismic processing sequence
12. Approach and methodology for Quality Assurance Program
13. Approach and methodology for Equipment Maintenance & Testing

Work plan for performing the services (Operation Time Schedule)

At least the following information must be presented here:

- i. Name and activity duration and work packages, as they are presented in paragraph "Technical approach and methodology"
- ii. Networking of these activities
- iii. Key control points, "milestones"

Proposed work plan must:

- 1. Be pursuant with the technical approach and methodology
- 2. Demonstrate:
 - i. Understanding of the provisions of the Scope of Work in respect of the requirements related to the services performance
 - ii. Understanding of the importance of the services performance
 - iii. Ability to transpose the provisions into a feasible work plan
 - iv. Framing of activities within the time limit, in such a manner to ensure fulfilment of the requirements related to services performance specified in the Scope of Work
- 3. Be obtained using a time planning software

Equipment, materials and associated services provided for performing the services

Description of the infrastructure that the Contractor uses for fulfilment of the proposed activities for achieving contract objectives (including clear reference to the following categories of equipments: Field Equipment and Vehicles), including technical agreement where appropriate.

It shall be mentioned only the equipment available and proposed for contract performance, not all the equipment owned by the bidder.

Description (type/provenance /model)	Power/ Capacity	No. of units	Age (years)	Permissions, agreements, licenses, etc according with the legislation in	Equipment Location (address, where applicable)	Moment during services performance when will be used ¹

The bidder shall present information related to the moments of the technological process of services performance, when he intends to use these equipments and he will justify his proposal taking into account the power/capacity of the necessary equipments for adequate fulfilment of the services and obtaining the required results.

Personnel List and Key-Personnel CV's to be used for services

At least the following information must be presented here:

Structure of the proposed personnel (including CV, supporting documents and statement of availability for the key experts - using the attached form – and description and statement of availability for non-key personnel) by filling in information in the table below

Personnel List

Name	Position	Age	Education	General experience (years)	Specific experience (years)	Main profile

- i. The approach for the reporting activity in relation with the provision of the Scope of Work
- ii. The approach for contract management
- iii. The approach and methodology used for risks identification during contract performance
- iv. Proposed subcontractors and the approach in the management relation to them

Europass Curriculum Vitae

Personal information

First name(s) / Surname(s)

Address(es)

Telephone(s)

Fax(es)

E-mail

Nationality

Date of birth

Gender

First name(s) Surname(s) (

House number, street name, postcode, city, country

Mobile:

Desired employment / Occupational field

Work experience

Dates

Occupation or position held

Main activities and responsibilities

Name and address of employer

Type of business or sector

Add separate entries for each relevant post occupied, starting from the most recent.

Education and training

Dates

Title of qualification awarded

Principal subjects/occupational skills covered

Name and type of organisation providing education and training

Level in national or international classification

Add separate entries for each relevant course you have completed, starting from the most recent.

Personal skills and competences

Mother tongue(s)

Other language(s)

Self-assessment

European level ()*

Language

Language

Specify mother tongue

Understanding		Speaking		Writing	
Listening	Reading	Spoken interaction	Spoken production		

(*) *Common European Framework of Reference for Languages*

Social skills and competences

Replace this text by a description of these competences and indicate where they were acquired.

Bidder's/Association Partner's Legal Name: *[insert full name]*

FINANCIAL PROPOSAL SUBMISSION FORM

Date: *[insert day, month, year]*

The following items are compulsory key-components of the Financial Proposal.

- 1) FIN - 1:
- 2) FIN - 2:

FIN1 for Option no...

[the form FIN1 shall be filled in separately for each option; the unused option will be left blank]

FINANCIAL PROPOSAL (all values in EUR, ex VAT)

A) Standard Source conditions:

1. **Dynamite method conditions:** 1 hole at 10 m depth
2. **Vibroseis method conditions:** 4 vibes x 4 sweeps at 16 sec./VP
3. the organizational costs will include camp organization, transport, all taxes and necessary local authority permit, profit etc.

Area Name	Option*	Source type	Maxim number of SP,VP	Maxim number of RP	Work Volume (FF Km)	Surveing cost SP,VP	Surveing cost RP	Drilling or vibrators cost / SP,VP	Loading cost / SP	Recording cost / SP,VP	QC cost	Equipment cost	Dynamite transport storage cost	Organization al cost	TOTAL acquisition cost	Turnkey Rate ^{1,2} / (SP or VP)	
0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Botesti	1	Dynamite (100%)	16000	16000	215												
		Vibroseis (100%)	16000	16000	215												
	2	Dynamite (100%)	14500	14500	215												
		Vibroseis (100%)	14500	14500	215												
	3	Dynamite (100%)	23500	23500	215												
		Vibroseis (100%)	23500	23500	215												
<p><i>*[please select the appropriate option, for which the bid is submitted]</i></p> <p>Total at column 15 = Sum {(col.6 + col.8 + col. 9 + col. 10) x col.3 + col.7 x col. 4 + col.11 + col.12 + col.13 + col.14 }</p> <p>Turnkey Rate at column 16 = Value col.15 /col. 3</p>																	

B) Costs elements, to be used for the situations met on sites:

¹: Variation of the Turnkey Rate per SP (**Dynamite method**) with source geometry *[to be filled in for each option]:*

Hole(s) numbers x depth (m)	EUR/SP
	Option__
1 hole of 3m depth	

1 hole of 5m depth	
1 hole of 10m depth	
2 holes of 10m depth	
3 holes of 2m depth	
3 holes at 3m depth	
4 holes at 3m depth	
5 holes of 2m depth	
5 holes of 3m depth	

²: Variation of the Turnkey Rate per VP (**Vibroresis method**) with source effort [to be filled in for each option]:

EUR/VP							
1 vibe	VP	1 sweep	2 sweeps	3 sweeps	4 sweeps	6 sweeps	8 sweeps
	10 sec.						
	12 sec.						
	14 sec.						
	16 sec.						
	18 sec.						
20 sec.							
2 vibes	VP	1 sweep	2 sweeps	3 sweeps	4 sweeps	6 sweeps	8 sweeps
	10 sec.						
	12 sec.						
	14 sec.						
	16 sec.						
	18 sec.						
20 sec.							
4 vibes	VP	1 sweep	2 sweeps	3 sweeps	4 sweeps	6 sweeps	8 sweeps
	10 sec.						
	12 sec.						
	14 sec.						
	16 sec.						
	18 sec.						
20 sec.							

C) Other rates and costs, related to the services rendering process *[to be filled in for each option]*:

Uphole turnkey rate per meter	EUR/m
	Option ____

Average daily cost of the crew in case of any additional services necessary (per day, EUR):	EUR/day
	Option ____

Stand-by cost (per hour, EUR):		Option ____
	Survey team:	
	Vibrator team:	
	Drilling team:	
	Loading team:	
	Recording team:	
	Management team:	
	Uphole crew:	
TOTAL stand-by cost		

D) Estimated maximum total cost *[to be filled in for each option]*:

	EUR
	Option ____

TOTAL acquisition cost (for 80% Dynamite (<i>1 hole at 10 m depth</i>) and 20% vibes (<i>4 vibes, 4 sweeps @16 sec.</i>))	
Parameters Test (2 days)	
Uphole costs (40 upholes at 50 m depth)	
Stand-by cost (5 days)	
Mobilization costs (for all crews)	
Demobilization costs (for all crews)	
Total explosives cost (dynamite + connectors + detonators, assuming 3 kgs of dynamite/SP and 2 detonators per SP)	
TOTAL OFFER PRICE:	

NOTES:

The provision of explosives must be agreed between OMV PETROM and the successful bidder at the time of awarding the contract.
Reimbursement of damages caused to 3rd parties during and related to the services execution will be reimbursed based on the proofs.

FIN-2:

Commitments regarding the commercial conditions

Insert the contract forms signed, by which you demonstrate you agree with the commercial conditions without any reservation or restriction.

HSE Questionnaire
(Seismic Activities)



Name of the Company:.....	Tel. No:.....
Address:.....	Fax No:.....
I certify that the details given in this assessment are correct and accurate.	
.....	Title:.....
(Signature)	
Surname and initials (BLOCK CAPITALS).....	Tel. No:.....
Nature of Business.....	Date:.....

General guidelines for preparation of this questionnaire

- 1 This questionnaire covers the information required to assess the extent to which HSE and its management are organized by the Bidder.
- 2 The Bidder has to cover all (including support) activities.
- 3 The questionnaire has to be completed by Bidder line management.
- 4 Complete answers substantiated by supporting documentation as far as is practicable are required. Responses and any supporting documentation must relate specifically to the policy and organizational arrangements of the company that would be the signatory of any contract.
- 6 If necessary, the contracting authority will request clarifications from the Bidder.
- 7 The Bidder has to identify where he exceeds the requirements of the contracting authority and this excellence has to be recognized.

1. Leadership and Commitment

Management provides visible and active leadership in developing and maintaining a culture supportive of HSEQ matters.

Commitment to HSEQ through Leadership

1.1. How Bidder’s senior managers are personally involved in HSEQ management?

1.2. Provide evidence of commitment at all levels of the organization?

1.3. How do you promote in your company a positive culture towards HSEQ matters in your company?

HSEQ Policy documents

1.4. Does your company have an HSEQ policy document? If the answer is YES please attach a copy.

1.5. Who has overall and final responsibility for HSEQ in your organization?

1.6. Who is the most senior person in the organization responsible for this policy being carried out at the premises and on site where his employees are working? (Provide name, title and experience)

Availability of policy statements to employees

1.7.State the methods by which you have drawn your policy statement to the attention of all your employees.

1.8.What are your arrangements for advising employees of changes in the policy?

2. Organization

The organization and responsibilities for the management of HSEQ are defined and documented.

Commitment and Communication

2.1.How is management involved in HSEQ activities, objective-setting and monitoring?

2.2.How is your company structured to manage and communicate HSEQ effectively?

2.3.What provision does your company make for HSEQ communication meetings?

3. People, Competency and Behaviour

All people are selected, trained and developed to carry out their duties competently.

Competence and Training of managers/ supervisors/ Senior site staff/ HSEQ advisors

3.1. Have the managers and supervisors at all levels who will plan, monitor, oversee and carry out the work have received formal HSEQ training in their responsibilities with respect to conducting work to HSE requirements and also understand security and CSR-Community Relations issues? (If YES please give details. Where the training is given external or in-house, please describe the content and duration of courses.)

Competence and General HSEQ training

3.2. What arrangements does your company have to ensure new employees have knowledge of basic industrial HSEQ, and to keep this knowledge up to date?

3.3. What arrangements does your company have to ensure new employees also have knowledge of your HSEQ policies and practices?

3.4. What arrangements does your company have to ensure new employees have been instructed and have received information on any specific hazards arising out of the nature of the activities? What training do you provide to ensure that all employees are aware of company requirements?

3.5. What arrangements does your company have to ensure existing staff HSEQ knowledge is up to date?

Specialized Training

3.6. How have you identified areas of your company's operations where specialized training is required to deal with potential hazards? (Please list and provide details of training given.)

3.7. If the specialized work involves radioactive, asbestos removal, chemical or other occupational health hazards, how are the hazards identified, assessed and controlled?

HSEQ qualified staff -additional training

3.8. Does your company employ someone who possesses HSEQ qualifications that aim to provide training in more than the basic requirements?

4. Hazards and Effects

Hazards are identified, the risks assessed and appropriate controls implemented.

Hazards and Effects Assessment

4.1. What techniques are used within your company for the Risk Management i.e. identification, assessment, control and mitigation of HSEQ, Security and CSR-Community Relations hazards and effects?

Do you have JHA/JSA for all high risk activities related to your work /business?

Exposure of the Workforce

4.2. What systems are in place to monitor the exposure of your workforce to chemical or physical agents?

Handling of Chemicals

4.3. How is your workforce advised on potential hazards (chemicals, noise, radiation, etc.) encountered in the course of their work?

Personal Protective Equipment

4.4. What arrangements does your company have for provision and upkeep of protective equipment and clothing, both standard issue, and that are required for specialized activities?

Waste Management

4.5. What systems are in place for identification, classification, minimization and management of waste?

Drugs and Alcohol

4.6. Do you have a drugs and alcohol policy in your organization? If so, does it include pre-employment and random testing?

Road Safety/Journey Management

4.7. What arrangements does your company have for combating road and vehicle incidents?

5. Engineering

Facilities are engineered to meet codes of practice and specifications, operational requirements and statutory regulations

Engineering & Construction

5.1. How are engineering and construction activities planned?

5.2. How does the Contractor's HSEQ management control system ensure that the design, procurement, construction and commissioning activities meet the Company's HSE and security requirements?

6. Operations

All operations involving the exploration, development, production and transportation of hydrocarbons have safe systems of work defined.

HSEQ and Operation Manuals

6.1. Do you have a company HSEQ manual which describes in detail your company approved HSEQ procedures and working practices relating to your work activities? (If the answer is YES please attach a copy of supporting documentation, i.e. list of procedures and work statements)

6.2. How do you ensure that the working practices and procedures used by your employees on-site are consistently in accordance with your HSEQ policy objectives and compatible with best industry practices?

Equipment Control and Maintenance

6.3. How do you ensure that plant and equipment used within your premises, on-site, or at other locations by your employees are correctly registered, third party certified (where applicable), controlled and maintained in a safe working condition?

7. Contracted Services

Supplies and contracted services are controlled to ensure they comply with Company HSEQ requirements.

Assessment of suitability of Subcontractors/ other Companies

7.1. How do you assess:

- i) HSEQ competence

- ii) HSEQ records of the subcontractors and companies with whom you place contracts?

7.2. Where do you spell out the standards you require your contractors to meet?

7.3. How do you ensure these standards are met and verified?

Standards and Regulations

7.4. Where do you spell out the HSEQ performance standards you require to be met?

7.5. How do you ensure these are met and verified?

7.6. How do you identify new industry or regulatory standards that may be applicable to your activities?

7.7. Is there an overall structure for producing, updating and disseminating standards?

Statutory notification incidents/dangerous occurrence

7.8. Has your company suffered any legal/statutory reportable incidents in the last five years (safety, occupational health and environmental)? (Answers with details including dates, country, most frequent types, causes and follow-up preventative measures taken).

Improvement requirement and prohibition notices

7.9. Has your company suffered any improvement requirement or prohibition notices by the relevant national body, regulatory body for HSEQ or other enforcing authority or been prosecuted under any HSEQ legislation in the last five years? (If your answer is YES please give details.)

8. Planning and Performance Monitoring

Objectives are planned with performance indicators established to measure the implementation of HSEQ policies.

HSEQ Performance Monitoring and Records

8.1. Have you maintained records of your incidents and HSEQ performance for the last five years? (If YES, please provide the following: Number of Fatalities, Lost Time Injuries, Lost Workday Cases, Medical Treatment Cases and Restricted Work Day Cases. Also include the Fatal Accident Rate, Lost Time Injury Frequency and Total Recordable Incident Rate for each year)

8.2. How is health performance recorded?

8.3. How is environmental performance recorded?

8.4. How CSR – Community Relations performance is recorded?

8.5. How often is HSEQ performance reviewed? By whom?

8.6. How is HSEQ integrated in planning stage of activities in light of past HSEQ performance?

9. Incidents and Accidents

Incidents and accidents are analyzed to establish root causes and prevent recurrence.

Incident Reporting and analysis

9.1. What process is in place to report and analyze incident and accident and how root causes are established to prevent recurrence?

9.2. Are near miss learning reported?

Incident investigation

9.3. Who conducts incident investigations?

9.4. How are the findings following an investigation, or a relevant incident occurring elsewhere, communicated to your employees?

10. Emergency and Crisis Control

Organizational arrangements, facilities and training are provided to control emergencies and crises.

Emergency Response Plan

10.1. How emergency situations are handled in your organization and who is responsible for it?

Crisis Control

10.2. What organization is in place to handle crisis situations in your organization?

11. Stakeholder Dialogue and Documentation

There is established an active dialogue with stakeholders and communities to ensure confidence in the integrity of our activities. Information is controlled to ensure it is accurate, relevant and readily available to ensure safe working and minimize undesirable effects.

11.1. How does your company recognize and respond to government and community related expectation and concerns about your activities?

11.2. How do you ensure the control of HSEQ documentation related to statutory permits, guidelines, codes, standards, procedures and how are these requirements communicated to the workforce?

12. Auditing and Review

An independent audit and review system is established to assess the effectiveness of HSEQ management and identify areas for improvement.

12.1. Do you have a written policy on HSEQ auditing?

12.2. How does this policy specify the standards for auditing (including unsafe act auditing) and the qualifications for auditors?

12.3. Does your company HSEQ Plans include schedules for auditing and what range of auditing is covered?

12.4. How the effectiveness of auditing is verified and reported? Please describe the follow up process for audits?

13. Additional Information of HSEQ Management

Memberships of Associations

13.1. Describe the nature and extent of your company's participation in relevant industry, trade, and governmental organizations?

Additional features of your HSEQ management

13.2. Does your company have any other HSEQ features or arrangements not described elsewhere in your response to the questionnaire?
