



**Date:** August 28, 2011  
**Attn:** Prospective Bidder  
**Subject:** Invitation to Tender Open Procedure – Geo-Chemistry – Cuttings Analysis Services

Dear Bidder,

ExxonMobil Global Services Company ("ExxonMobil"), on behalf of EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED NASSAU (BAHAMAS) SUCURSALA BUCURESTI ("Company"), invites you ("Contractor") to submit a proposal to provide Goods and Services for Company's drilling program. Goods and Services requested, as well as additional information concerning the program is specified in the attached Instruction to Bidders Open Procedure Geo-Chemistry – Cuttings Analysis Services.

The general terms and conditions that govern the goods and services to be provided shall be set forth as referenced in Section C – Contract forms.

**General Information:**

Contractor should base its proposal on the conditions and qualifications contained herein and in the accompanying attachments.

Contractor should review carefully the attachments, including the applicable agreement and the requirements for Goods and Services as set forth in this Invitation. Utilizing this information, Contractor shall incorporate the resulting operating responsibilities, schedule, risks, and costs in preparing a proposal. Each proposal shall be analyzed for technical acceptability. Any proposal deemed to be technically unacceptable will be disqualified.

The Proposal shall be delivered per the procedures prescribed in Section A - Instructions to Bidders. Contractor's proposal must supply all data and information in the forms requested herein and failure to comply with this requirement may be cause for rejection of its bid.

Should there be any discrepancy or omission in the Proposal documents, or the intent thereof vague or ambiguous, an inquiry shall be directed to Company's Procedure Administrator, as designated in section 3 of the Instruction to Bidders.

Replies to such inquiries that will benefit all Contractors will be issued simultaneously to all Contractors who have been requested to submit a proposal. Such replies, including the setting of a later closing date if Company deems this appropriate, will be sent out in "Notices to Bidders" which will be numbered consecutively and forwarded to each Contractor, and all Contractors are requested to acknowledge receipt of each such Notice.

It is expressly understood that this Invitation to Tender and any response you may make does not constitute an agreement between you and Company, the right being reserved to reject any and all proposals tendered and to accept whichever proposal chosen, or none of them, without obligation to explain the reasons therefore.

By submission of a proposal in response to this Invitation, and in order to allow a proper review thereof, Contractor so bidding agrees that for a period of one hundred and eighty (180) calendar days from the date of the bid opening session specified in section 4.4 of the Instructions to Bidders, or until acceptance or rejection thereof prior to that date, said proposal will remain in effect as a firm offer to Company.

Please acknowledge receipt of this Invitation and indicate whether or not you contemplate submitting a proposal by completing and returning the Acknowledgement Form, found in Section D, within five (5) business days of receipt of this Invitation.

We appreciate your interest in our request and look forward to receiving your proposal.

**Sincerely yours,**

Nia Catchings  
Procurement Associate

# **Instructions to Bidders**

## **Open procedure**

**Title:** *Geo Chemistry Cuttings Analysis*

**CPV -** *71610000-7 Composition and Purity  
Testing and Analysis Services*

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## 1. General Remarks

Throughout these Bidding Documents the following definitions are applicable:

- a) **Bid/Tender** – legal act by which the economic operator expresses his will to commit legally to a contract; the Bid comprises the Financial Proposal and Technical Proposal;
- b) **Bidder/Tenderer** – any economic operator or association of economic operators that submitted a Bid;
- c) **Bidding Documents** – documentation which includes all information related to the scope of the contract, as well as related to the rules and requirements applicable during open procedure;
- d) **Company** – for the purpose of this procedure Company means the legal entity identified as EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED acting through its Romanian Branch Office, EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED NASSAU (BAHAMAS) SUCU RSALA BUCURESTI ExxonMobil and its affiliates.
- e) **Contract** – written agreement between Company acting as Contracting Authority and one or more economic operators for Geo-Chemistry - Cuttings Analysis services
- f) **Contractor** – the Bidder who became, as per legal provisions, a party in the Contract with the Company
- g) **Day** means calendar day, except situations where the context specifies expressly otherwise.
- h) **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;
- i) **Electronic System for Public Procurement** – SEAP – system for public use, accessible by Internet at [www.e-licitatie.ro](http://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;
- j) **Financial Proposal** – section of the Bid which contains information about the price(s), tariff(s) and any other financial and commercial conditions corresponding to compelling with the requirements specified in the Bidding Documents, especially in the Sections B and C;
- k) **Open Procedure** – procurement procedure applicable for awarding the contract for Geo-Chemistry - Cuttings Analysis services
- l) **Technical Proposal** – section of the Bid presented as a response to the requirements specified by Contracting Authority in the Sections B and C
- m) **The term “in writing”** means communicated in written form and delivered against receipt;

Except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular.

## 2. Information about the Contracting Authority

Within this procurement procedure, finalized with the awarding of a services contract, EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED NASSAU (BAHAMAS) BUCHAREST BRANCH is the Contracting Authority.

The Contracting Authority's activity is to perform services of prospecting and extraction of gas and oil and also conducts business in coal and chemicals.

Within this procedure the Contracting Authority does NOT procure on behalf of other contracting authority, but for itself.

Headquarters location of EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED NASSAU (BAHAMAS) BUCHAREST BRANCH is 169A Calea Floreasca Street, building A, district 1, Bucharest, zip code 010165, Romania, Web address [www.exxonmobil.com](http://www.exxonmobil.com)

**3. Contact Persons and Contact Coordinates for this Procedure:**

All matters concerning this public procurement procedure (hereinafter referred to as the “**Procurement Procedure**”) shall be directed to the attention of the **Procedure Administrator**:

Name: Nia Catchings  
Address: 16945 Northchase Drive Houston TX 77060  
Email: [Nia.j.catchings@exxonmobil.com](mailto:Nia.j.catchings@exxonmobil.com)  
Telephone: 713-865-5292  
Fax: 713-865-1465

The sole contact during this bidding procedure is to the contact/persons/coordinates stated above and under no circumstances should contact be made directly with other Company's personnel. Contracting Authority shall not be liable for subsequent claims resulting from failure to follow this instruction.

**4. Information about the Procedure**

**4.1. Contract Award Procedure**

The procurement procedure used for contract awarding is the open procedure.  
The subject of this procedure is not divided into lots.

**4.2. Information on Procedure Scope**

Contracting Authority invites the interested economic operators to submit a Bid for the services described in Section B *Scope of Work* of these Bidding Documents.

**4.3. Finance Source for Contract Resulted from this Procedure**

Financing of contract which is to be awarded within this procedure is from Company's own funds.

**4.4. Bidding Timetable**

Date of issuing the contract notice	<i>August 29, 2011</i>
Bidding documents at economic operators' disposal	<i>August 29, 2011</i>
Deadline for request for clarifications to the Bidding documents and the respective responses	<i>October 4, 2011</i>
Deadline for submission of Bids	<i>October 10, 2011</i>

Bids opening session	<i>October 11, 2011</i>
Bids evaluation*	<i>October 11-14, 2011</i>
Notification of the procedure result*	<i>October 30, 2011</i>
Contract signing*	<i>November 1, 2011</i>
Contract award notice publication*	<i>December 1, 2011</i>

\*provisional date

All hours specified in this Timetable refers to Romanian Time Zone

#### **4.5. Legislation Governing this Procedure**

This procedure is governed by the legislation in force covering public procurement in Romania at the moment of the procedure launching, as follows:

- i. Government Emergency Ordinance 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. 418 of May 15<sup>th</sup> 2006, with further amendments and supplementing.
- ii. Law no. 337/2006 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 of July 20<sup>th</sup> 2006.
- iii. Government Emergency Ordinance no. 94/2007 for amending and supplementing Government's Emergency Ordinance no. 34/2006, published in the Official Gazette of Romania no. 676 of October 4<sup>th</sup> 2007.
- iv. Government Emergency Ordinance no. 143/2008 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 no 805 of December 2<sup>nd</sup> 2008.
- v. Government Emergency Ordinance no. 19/2009 regarding some measures on the legislation on public procurement, published in the Official Gazette of Romania no. 156 of March 12<sup>th</sup> 2009.
- vi. Order no. 51/2009 regarding the acceleration of restricted procedure and negotiation with advertisement, published in the Official Gazette of Romania no. 167 of March 17<sup>th</sup> 2009
- vii. Government Emergency Ordinance no. 72/2009 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 Gazette of Romania no. 426 of June 23<sup>rd</sup> 2009.
- viii. Government Decision no. 925/2006 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 of July 20<sup>th</sup> 2006.
- ix. 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 of April 26th 2006, with the amendment and supplements of Law 228/2007.
- x. 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 of August 1st 2006 with further amendments and supplementing.
  - xi. Government Decision no. 1083/2007 for amending and supplementing the application norms of the Government Emergency Ordinance no. 30/2006 regarding the verification function of the procedural aspects concerning the public procurement contracts, published in the Official Gazette no. 627 of September 12th 2007.
  - xii. Law no. 314/2009 for amending and supplementing the Government Emergency Ordinance no. 30/2006 regarding the verification function of the procedural aspects concerning the public procurement contracts works concession contracts and services concession contracts, published in the Official Gazette of Romania no. 694 of October 15th 2009.
  - xiii. Government Decision no. 834/2009 for amending and supplementing the Government Decision no. 925/2006 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 of July 27th 2009.
  - xiv. Government Emergency Ordinance no. 76/2010 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 of July 2nd 2010.
  - xv. Law no. 278/2010 for the approval of the GEO 76/2010 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. 898 of December 12th 2010.
  - xvi. Order no. 314/2010 for bringing into effect the certificate for participating in the bidding process with independent bid, published in the Official Gazette of Romania no. 701 of October 20th 2010.
  - xvii. Order no. 302 of President A.N.R.M.A.P. for the approval of standard forms of the opening bids statement and of the procedure report, related to award procedure of the public procurement contracts, works concession contracts and services concession contracts, published in the Official Gazette of Romania no. 415 of June 14th 2011.

The Romanian legislation in force applies for the all situations not covered by the present Bidding Documents.

#### **4.6. Sections of Bidding Documents**

This Bidding Documents consist of the following sections, and should be read in conjunction with any amendment issued in accordance with "Amendments to the Bidding Documents" and with responses to the requests of clarifications issued by the Contracting Authority in accordance to the paragraph „Clarifications to

the Bidding Documents”:

- i. Instructions to Bidders (Section A);
- ii. Scope of Work (Section B);
- iii. Contract forms (Section C);
- iv. Forms (Section D).

The Contract form included in this package contains the provisions, terms and conditions that will be applicable to the contract and must be taken into consideration when preparing the Technical and Financial Proposals.

#### **4.7. Bidder’s Acceptance of the Bidding Documents Content**

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 contract scope 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:

- i. Instructions to Bidders presented in section A;
- ii. Scope of Work presented in section B;
- iii. Pro-forma Contract provisions presented in section C;
- iv. Forms presented in section D.

Failure to submit a Bid containing all requested information within the foreseen deadline shall lead to the Bid rejection.

In order to prepare and submit a Bid, the Bidder shall examine all documents forming the Bidding Documents. Non-observance of the instruction and not sending back the requested forms filled up integrally/correspondingly are activities at Bidder’s risk.

Company is accountable for the completeness of these Bidding Documents and of potential modifications, ads, and clarifications only if the Bidder obtains these directly from Contracting Authority (via [www.e-licitatie.ro](http://www.e-licitatie.ro)).

Bidders shall submit a complete Bid for the entire subject of this Bidding Documents. No Bids for incomplete activities or incomplete quantities shall be accepted.

By submitting a bid, the Contractor confirms that it agrees to perform the services in accordance with the terms of the Contract. Any proposal that does not include a confirmation to work under the applicable Agreement may be considered non-responsive.

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.

#### **4.8. Amendments to the Bidding Documents**

Contracting Authority can issue amendments to the Bidding documents within a time delay up to 6 days at most before the deadline for the Bids submission.

Any amendment issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents through the **Electronic System for Public Procurement**, using the [www.e-licitatie](http://www.e-licitatie.ro) interface.

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, Contracting Authority may extend the deadline for the submission of Bids. In such a case, all rights and obligations previously established for Company and Bidders shall be extended to the new deadline.

#### **4.9. Clarification to Bidding Documents**

Contracting Authority deems that the present Bidding Documents provide sufficient information, related to:

- i. the description of services to be performed, in sufficient details for allowing identification of its nature and complexity ;
- ii. the activities to be carried out during the contract performance;
- iii. the expected contract implementation period;
- iv. 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.

Notwithstanding the above statements, in case a potential Bidder requires any clarification related to the content of the Bidding Documents, the respective Bidder may request clarifications.

Any request for clarifications shall be sent in writing (by mail, fax or email) with the specification of the reference of the published contract notice in SEAP ([www.e-licitatie.ro](http://www.e-licitatie.ro)) and of the contract title towards the Procedure Administrator:

Name: Nia Catchings  
Address: 16945 Northchase Drive Houston TX 77060  
Email: nia.j.catchings@exxonmobil.com  
Telephone: 713-865-5292  
Fax: 713-865-1465

If the request for clarification is sent in due time, Contracting Authority 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.

Contracting Authority 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. Nevertheless, Contracting Authority 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.

If requests for clarification are sent in the 6 days before the deadline for submission of Bids, Contracting Authority 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.

Contracting Authority recommends to the interested economic operators to send requests for clarification at least 9 days before the deadline for submission of Bids.

If Contracting Authority 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".

#### **4.10. Documents Acknowledgement and Review**

Upon obtaining access to this Bidding Documents via [www.e-licitatie.ro](http://www.e-licitatie.ro), the potential Bidder is requested to examine all the documents and notify ExxonMobil of any conflicts, errors, discrepancies, etc. or request any clarifications that you may find necessary. In addition, Contractor is requested to complete and return the enclosed Acknowledgment Form within **five (5) working days** from the date of acknowledgement to the Procedure Administrator specified in this section. The Acknowledgement Form may be submitted by fax, e-mail or hard copy.

### **5. Qualification of Bidders**

Contracting Authority 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 Contracting Authority through the evaluation committee considers there are uncertainties with reference to the Bidder's documents presented for proving their minimum qualification requirements, then Contracting Authority may request information directly to the competent authorities.

#### **5.1. Economic Operators Invited**

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.

Associations of natural and/or legal persons may submit a joint/common 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.

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 Company request, before signing the contract.

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 Contracting Authority that it will have at its disposal the resources necessary for performance of the Contract.

In order to enable the Contracting Authority to understand the structure and field of activity of the economic operator participating in the procedure as sole bidder or as part of an association, are asked to further provide some general information as stipulated in **Section D, Forms “Prospective Business Associate Questionnaire”**.

### **5.2. Minimum Requirements Related to the Personal Situation of a Bidder**

To demonstrate the personal situation the Bidder shall present:

- i. Statement of eligibility;
- ii. 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;
- iii. Statement regarding the capacity of participant in the procedure.

These statements shall be signed by the economic operator’s authorized 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 economic operator is established.

In case of an association, each associate shall submit these documents.

### **5.3. Conflict of Interest & Certification of Participating in the Procedure with Independent Bid**

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 does not constitute unfair competition.

Similarly:

- i. no private or juridical person, directly participating in the evaluation of Bids cannot participate in the procedure as Bidder, Associated Bidder, or Sub-Contractor.
- ii. 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 cannot enter in the procedure.

Persons having a decision position in the Contracting Authority - EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED NASSAU (BAHAMAS) BUCHAREST BRANCH - are Ian Fischer.

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 authorized

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.

#### **5.4. Situations which Determine Exclusion of the Bidder from Procedure**

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:

- a) participation in a criminal organization,
- b) corruption,
- c) fraud,
- d) money laundering.

#### **5.5. Situations which Might Determine Exclusion of the Bidder from Procedure**

An economic operator may be excluded from the participation to this procedure if:

- i. It is declared bankrupt;
- ii. 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 is established;
- iii. 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
- iv. 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
- v. presents false information or fails to present the information requested by Contracting Authority, in order to demonstrate fulfillment of the minimum qualification requirements.

#### **5.6. Minimum Requirements Related to Suitability to Pursue the Professional Activity**

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:

- i. Copy of original documents, which define the constitution or legal status, place of registration and main place of performing the activity.
- ii. Confirmation of company details in certified copy or 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 in the country of origin.

Documents issued by the competent authorities will be submitted in original or legal copy, valid form at the date of the Bids opening.

In case of an association, each associate shall submit these documents.

### **5.7. Minimum Requirements Related to the Economic and Financial Standing**

Minimum requirements the Bidder must fulfill to be considered qualified for this contract are:

- i. An average overall turnover of at least **\$600,000** USD equivalent in the last two (2) closed business years. If the turnover is set out in the balance sheets or the financial statement in any other currency than USD, Bidders shall provide the respective USD equivalent calculated on the basis of exchange rate as of respective accounts closing date
- ii. the average result (profit before taxes/loss) of the last 2 closed business years of a Bidder (also each member of an association) must be positive and then the Bidder must demonstrate unconditioned access to financial resources of minimum **\$300,000** USD at any time throughout the entire Contract term.

The Bidder (economic operator or association) shall submit the following documents in order to demonstrate the economic and financial situation:

- i. Extract from the balance sheets/financial reports for the business years 2009 and 2010 to indicate the turnover and the profit and loss account
- ii. Auditors Report for financial situations related to 2009, 2010 business years;
- iii. Statement of turnover from the last 2 business years

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.

If a group of economic operators submits a common/joint 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.

If for any reason the documents mentioned above are not in English, Bidders will submit authorized translations into English for the above mentioned documents.

Contracting Authority reserves its right to ask the Bidders also to submit other documents in case the above nominated are not relevant.

In case where the Bidder is an association, the classification SMEs (small and medium enterprises) 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).

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.

If the Bidder demonstrates the economic and financial situation with the support of another person or guarantor (third party), 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 to the Bidder.

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 contract performance.

The fixed undertaking submitted is to ensure/guarantee to Contracting Authority 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.

By signing the fixed undertaking in an authentic form, the guarantor becomes liable for any prejudice caused to Company due to the failure of the Bidder to fulfill his obligations, and Company may take direct action against the guarantor.

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"

In order to demonstrate the personal situation, the person/guarantor providing support to the Bidder, must submit:

- i. Statement of eligibility;
- ii. 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 supplementing.

#### **5.8. Minimum Requirements Regarding the Technical and Professional Capabilities**

Minimum requirements the Bidder must fulfill to be considered qualified for this contract are:

Four References of the main services performed by the Bidder in the field of the services to be performed under the Contract Geo-Chemistry-Analysis Services in the past three years up to the deadline for submitting the Bids, irrespective if the beneficiaries are public authorities or private clients. The value of the references must be at least in the amount of **\$400,000** USD for the services performed for the presented references until the deadline for receiving the bids shall have at least the indicated value.

In order to demonstrate technical and professional capability, the Bidder must submit for the above requirements, the following information:

- i. Statement regarding the list of the main services performed in the last 3 years. The bidder should provide details of the value of the performed services, the subject matter, dates of completion and beneficiaries,
- ii. Detailed sheet – similar experience
- iii. Certificates/documents issued or countersigned by beneficiaries of similar services to describe the type of services performed, the period when they were performed and the manner in which they were performed.



- iv. Statement regarding the contract part/parts which are to be performed by the subcontractors and their specialization

The Contracting Authority reserves the right to verify the information provided by the Bidder.

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 present his capabilities in a common form of these documents, and the minimum requirement will be deemed to be fulfilled cumulatively.

Technical and professional capabilities for the contract can be supported also by another entity, regardless of legal relations between the Bidder and the respective entity.

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.

The fixed undertaking shown by the Bidder must 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.

The fixed undertaking submitted is to ensure Company that in case where the Contractor encounters difficulties during the contract, the supportive person undertakes to provide full and regulatory fulfillment of the contractual obligations through direct involvement.

By signing the fixed undertaking in an authentic form, the supportive person responds for the prejudice caused to Company as a result of the infringement of undertaking obligations, Company having the possibility of direct action over the supportive person.

The person providing economic and financial support should not be in any of the situation to exclude from the procedure as defined in the paragraph "Situations which Determine Exclusion of the Bidder from Procedure" and "Situations which may Determine Exclusion of the Bidder from Procedure".

The supportive person shall demonstrate its personal situation by submitting:

- i. Statement of eligibility;
- ii. 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

#### **5.9. Minimum Requirements Regarding the Quality Management System**

Minimum requirement the Bidder must fulfill to be qualified: to demonstrate that it operates an integrated Quality Management & Controlling System, which integrates all of an organization's systems and processes into one complete framework and provides a clear, holistic picture of all aspects of the organization, how they affect each other and their associated risks and covering the following six requirements: Policy, Planning,

Implementation & Operation, Performance Assessment, Improvement and Management Review by stating e.g. integrated reporting with performance and quality KPIs. This should be guaranteed through the provision of an overview on this Management & Controlling System in order to ensure evidence of a corresponding quality level by implementing and maintaining a quality management system in compliance with ISO 9001:2008 or equivalent as attached to the duly signed and accomplished declaration related to Quality Management System as provided in Section D.

To demonstrate this requirement, the following shall be submitted:

- i. Certificate for the Bidder's Quality Management System, issued by the third party (if available)
- ii. An overview on Management & Controlling System and the last audit report
- iii. Duly signed and accomplished declaration form set out in the Section D

In case of an association, this requirement shall be fulfilled by all members of the association.

## **6. Preparation and Submission of Bids**

The Form of Proposals is provided as part of this package to facilitate Bidder's submittal and evaluation of proposals. Bidder's proposal must comply with all the requirements of these documents; otherwise, it may be considered non-responsive and may be excluded from further consideration.

### **6.1. Documents Requested from Bidder**

Documents to be submitted to Contracting Authority are:

- a) Bidding Letter
- b) Technical Proposal
- c) Financial Proposal
- d) All requested forms and associated documents to certify the fulfillment of minimum qualification requirements
- e) Written confirmation authorizing the signatory of the Bid to commit the Bidder in the procedure;

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 procedure. The empowerment shall be in a legal form, according to the requirements of the country where the bidder is registered and shall have the signature of the person that empowers, as well as the person empowered. A translation into English will accompany any document drawn up in another language.

In case of an association:

- i. The person authorized to sign the bid, shall present a written confirmation of his authority, signed by all representatives of the partners of the association.

- ii. The association agreement between the economic operators who submit a common Bid of which content is described in the paragraph “Common Bid”.

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.

## **6.2. Language of the Procedure**

The language of this procedure is English.

Any document regarding this procedure, including the correspondence between Contracting Authority and potential Bidders shall be written in English, as follow:

- i. bidding documents are issued in English
- ii. request for clarifications to Bidding Documents shall be issued by potential Bidders in English (if applicable);
- iii. responses to requests for clarifications shall be issued by Contracting Authority in English;
- iv. technical and Financial Proposals shall be submitted by Bidders in English;
- v. technical documents attached to the Technical Proposal in other language than English shall be translated into English (not authenticated);
- vi. documents accompanying the Bid (necessary and specified statements for this procedure) shall be submitted by Bidders in English;
- vii. documents issued by agencies/authorities/organizations within the country in which the Bidder is resident shall be translated into English (not authenticated);.

## **6.3. Bid Preparation**

The Bidder shall prepare the Bid in accordance with the provisions in the Bidding Documents.

The Form of Proposals is furnished as part of this package to facilitate Bidder's submittal and evaluation of proposals. Bidder's proposal must comply with all the requirements of these documents; otherwise, it may be considered non-responsive and may be excluded from further consideration.

The Form of Proposal and all other forms included in the Bidding Documents are not to be retyped. Information requested should be filled in where appropriate. If the space provided is not sufficient or additional information needs to be added, separate pages properly labeled may be attached

The Bid is mandatory for the entire validity period.

The documents which accompany the Bid shall be submitted in accordance with the instructions in the chapter “Qualification of Bidders” and using the forms presented in the “Forms” Section.

The Technical Proposal will be sent in the form specified in the “Forms” Section.

The Financial Proposal will be sent in the form specified in the “Forms” Section.

The Technical and Financial Proposals shall refer to the whole scope of the contract.

Technical and Financial Proposals which cover only part of the contract scope are not accepted.

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.

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.

All the services described in Technical Proposal must be covered by Financial Proposal.

The services described in the Technical Proposal, but for which a price is not included, will be assumed to be included in the price of other services presented by the Bidder in the Technical Proposal. For these services Company will pay only the price stated in the Financial Proposal but nothing extra, even if they are carried out during the performance of contract.

#### **6.4. Cost of Bidding Preparation**

All costs connected with the Bid preparation and submission will be borne by the Bidder. Company shall not be held liable under any circumstances for those costs, nor for the Bid preparation by the Bidder.

The associated costs for the preparation and submission of the Bid shall not be reimbursed by Company to any Bidder.

Company shall have ownership of all the bids submitted in this procedure, and the Bidders are not entitled to the return of their Bids by Company (exempt late bids).

#### **6.5. Bid Prices**

The contract shall be signed for all the services described in the scope of work and will have as a base the Financial Proposal presented by the Bidder.

Prices quoted shall be inclusive of all costs, materials, supplies, equipment, expenses, payroll cost plus burdens, overhead, profit, income taxes, etc. for Contractor's full and complete performance of the services required by these Bidding Documents.

When preparing the Bid, the Bidder shall evaluate tax and contract strategy for the country of operations (tax status, exemptions, use of local taxes taken as foreign tax credits in your home country, etc.) based on its own interpretation of the local laws.

The Prices quoted by the Bidder in the Financial Proposal shall comply with the requirements specified below.

- i. The Bid price must cover all the services required in the contract, as described in the Bidding Documents (Section B and C);
- ii. 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.

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.

#### **6.6. Currency of Bid and Payment within the Contract**

The Bid price shall be quoted by the Bidder in USD.

The currency for the Bid evaluation is USD.

Payment to non resident Bidders shall be in USD.

The payment to resident bidders shall be in LEI. 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).

#### **6.7. Bid Validity**

Bids shall remain valid for a period of 180 (one hundred and eighty) calendar days after the Bid opening deadline. 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 Contracting Authority.

In exceptional circumstances, which are not connected only with the administration of the evaluation process within Company, Contracting Authority may request Bidders in writing to extend the period of validity of their Bids for an additional period. The Bidders' responses to Contracting Authority's request shall be made in writing.

A Bidder may refuse to respond to Contracting Authority request or may refuse to extend the validity period of the Bid.

A Bidder granting the extension shall not be required or permitted to modify the Bid.

#### **6.8. Confidentiality**

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 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.

#### **6.9. Form and Signature of the Bid**

The Bidder shall prepare:

a) hard copy:

- i. one original of the documents comprising the Bid as described under paragraph "Documents requested from the Bidder" and clearly mark it "ORIGINAL".
- ii. two copies of the Bid and clearly mark them "COPY."

b) an electronic support (CD)

- i. PDF form, all information presented in hard copy in original.

In case of any discrepancy, the original form shall prevail.

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.

Authorization 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 favor of the Bid signatory. Contracting Authority 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.

All pages of the Bid, where entries or amendments have been made, shall be signed or initialed by the person signing the Bid.

Bids shall be bound in lever arch folders or other binding systems to avoid documents being lost or mixed, with all pages numbered.

Bids shall be organized 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.

If the Bidder uses abbreviations in the Bid text to name technical notions, he shall explain them 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.

## **6.10. Information to be Considered in the Preparation of Proposals and during Contract Performance**

### **6.10.1. Labor Practices**

The Bidder/the Contractor understand that:

it shall comply with all applicable laws prohibiting the utilization of forced or compulsory labor.

it shall provide its employees with working conditions, including payment of wages and benefits, which comply with all applicable laws

it shall ensure that its employees meet the legal employment age requirements in the country of employment.

Adherence to these stated requirements is a condition for awarding the Contract.

### **6.10.2. Safety, Health, Environment and Drug and Alcohol Policy**

By submitting a Bid, Contractor shall acknowledge using the provided forms, that it maintains Corporate Safety, Alcohol and Drug Policies and established Incident Management Procedures and that such policies are documented and periodically audited and/reviewed by management.

Within the submitted Bid, the Bidder shall submit information regarding the manner in which he:

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 Company.

Fulfillment of this requirement shall be demonstrated by submitting a statement in accordance with the form presented in D section by Bidder and in case of an association by each member of the association.

### **6.10.3. Local Legislative Requirements**

Bidder/Contractor shall familiarize itself with the local legislative requirements that apply to foreign companies conducting business in the country of operations, Romania (branch registration, Joint Venture Company, agency utilization, etc). The successful Bidder will be required to represent and warrant to Company that it has complied with the local laws concerning foreign companies and is, and will remain for the duration of its Agreement/Contract with Company, registered to undertake business in the country of operations. At Company's request, Contractor will be required to provide to Company documentary evidence of its registration and / or written confirmation from independent counsel that Contractor has taken all steps necessary and appropriate to obtain and maintain the necessary registration and right to undertake business in the country of operations.

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:

#### **Ministry of Public Finances**

17, Apolodor Street, Sector 5, Bucharest, Romania

E\_mail: [publicinfo@mfinante.gv.ro](mailto:publicinfo@mfinante.gv.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

#### **Ministry of Environment and Forests**

12, Liberty Blvd. Sector 5, Bucharest, Romania

E\_mail: [srp@mmediu.ro](mailto:srp@mmediu.ro)

Tel: 00 40 21 316 02 15

#### **Ministry of Labor, Family and Social Protection**

2-4, Dem. I. Dobrescu Street, Sector 1, Bucharest, Romania

E\_mail: [relatiicupublicul@mmssf.ro](mailto:relatiicupublicul@mmssf.ro)

Tel: 00 40 21 313 62 67/ 00 40 21 315 85

### **6.11. Technical Proposal**

The Bidder shall submit a Technical Proposal in a form mentioned in "Forms" Section.

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.

Where applicable, the Technical Proposal shall be accompanied by a statement, issued by the Bidder

regarding the part/parts of the contract which intends to subcontract (including the names of the subcontractors).

It is understood that the same Sub-Contractor is not allowed to participate in more than one (1) Bid.

Bidders shall not submit or otherwise disclose any technical information or material, belonging to Bidder or any other third party, which they regard as confidential or proprietary in nature without Company's prior consent. Company will not be responsible for the confidentiality of any information or material submitted with a Proposal without such prior consent.

#### **6.12. Financial Proposal**

The Bidder shall submit a Financial Proposal in a form mentioned in "Forms' Section, Form Financial Proposal.

In the case of an accounting discrepancy between the unit rates and the total price, the unit rates shall prevail.

The fees and the total price of the proposal shall be denominated in the currency specified in paragraph "Currencies of Bid and Payment within the Contract".

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.

The prices offered must be inclusive of the duties and taxes payable, and of any contributions levied on performed services. The proposed prices shall be deemed final and shall not be affected by any variations of the aforementioned taxes, duties and/or contributions.

The Bid might be rejected as inadmissible if the (i) Financial Proposal is submitted in a different format than the one specified in the paragraph "Bid submission forms", or (ii) if the proposed price does not result clearly from the Financial Proposal.

#### **6.13. Simplicity of the Technical and Financial Proposals**

Company requests that Bidder's Proposals primarily focuses on the commercial and technical aspects of the proposal, thereby minimizing the typical documentation provided with proposals relating to marketing, promotional and general information. Company's schedule necessitates that the procurement process is streamlined.

#### **6.14. Sending and Submitting the Bids**

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.

#### **6.15. Sealing and Marking of Bids**

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.

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 Receipt of Bid".

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.

The exterior envelope/package shall be marked as follow:

- i. „Bids submission address”*
- ii. bear the specific identification of this bidding process*
- iii. bear the name and address of the Bidder;*
- iv. be addressed to EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED NASSAU (BAHAMAS) BUCHAREST BRANCH, as instructed in this Bidding Documents*
- v. having inscribed the warning: NOT TO BE OPENED BEFORE THE BIDS OPENING SESSION BY THE EVALUATION COMMITTEE BEFORE 11 OCTOBER 2011 HOUR 17.00 / A NU SE DESCHIDE DECAT IN PREZENTA COMISIEI DE EVALUARE IN DATA DE 11 OCTOMBRIE 2011 ORA 17.00 (day and hour of the Bids opening session – as specified in paragraph „Bids Opening Session”).*

In case the exterior package is not sealed and marked according to the above mentioned, Contracting Authority will not take any responsibility for losing/opening the package before the established deadline in these Bidding Documents.

#### **6.16. Bid Submission Address**

Envelope/package containing the Bid original and copies shall be sent to the address:

Name: ExxonMobil Exploration and Production Romania Limited Nassau (Bahamas) Bucharest Branch  
Address: 169 A Calea Floreasca, Building A, 4th floor District 1  
City: Bucharest  
Country: Romania  
Postal Code: 010165  
Attention: Procurement Department  
+40 31 860 2301

until the deadline for Bids' submission mentioned in the paragraph "Deadline for Bids' submission"

#### **6.17. Submission of Bids**

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.

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 Bids submission shall be returned unopened.

**6.18. Deadline for Receiving Bids**

Deadline for receipt of Bids to the Bid submission address is:

October 10, 2011 – 15.00 hours – Romania Time

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.

If Contracting Authority considers it necessary, the deadline for the receipt of Bids may be extended by amending the Bidding Documents.

In case Contracting Authority extends the deadline for the receipt of Bids, all rights and obligations of Company and of Bidders' shall be reflected in the newly established deadline.

**6.19. Bids Submitted to another Address, or Late Bids**

Bids received by Contracting Authority after the deadline for Bids receiving shall be declared late, and shall be returned unopened to the Bidders. Bids submitted to another address than the specified one in the paragraph, " Bid Submission Address" shall not be considered and will be returned unopened.

Contracting Authority shall not be responsible for the late submission of Bids.

**6.20. Withdrawal, Substitution, and Modification of Bids**

Bidders may modify, withdraw or substitute their bids by written notification prior to the deadline for submission of bids.

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.

All notices must be:

- i. 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
- ii. Received by Contracting Authority prior to the deadline prescribed for submission of bids, in accordance with the Paragraph "Deadline for Receiving Bids".

Bids requested to be withdrawn shall be returned unopened to the Bidders.

No bid may be substituted, or modified after the deadline for submission of bids.

### **6.21. Alternative Bids**

Alternative Bids shall not be considered.

### **6.22. Common Bid**

Several legal or natural persons are entitled to associate in order to submit a common Bid, without being obligated to submit their association agreement in an authenticated form.

In case the Common Bid is declared winner, Company has the right to ask for the Association Agreement to be authenticated before contract signing.

The Common Bid submitted by an Association consisting of two or more economic operators as associates shall meet the requirements listed below:

- i. the Bid will include all listed information within the paragraph „Documents Requested from Bidder”, as follow:
  - a) Minimum Requirements Related to the Personal Situation of Bidder” and “Minimum Requirements Related to suitability to Pursue the Professional Activity” for each Member of the Association;
  - b) the Bid will be signed in a manner to legally involve all the Association members
- ii. the Bid will include the Association Agreement which stipulates that:
  - a) all associates shall be jointly and severally liable for the performance of the contract in accordance with its terms and conditions as well as for the contract;
  - b) one of the Associates will be designated to take over all responsibilities (payment included ) and receive instructions from Company for and on behalf of every Association partner;

Fulfillment of minimum requirements concerning the technical and professional capability / economical and financial standing is to be demonstrated by taking into consideration the association cumulated resources.

Fulfillment of minimum requirements concerning the quality management system shall be demonstrated by each member of the association.

### **6.23. Single Bid for All Requirements Inserted in the Scope of Work**

An economic operator shall submit a single Bid, individually or in association of economic operators.

An economic operator who submits or participates with more than one Bid shall be disqualified.

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.

Within this procedure, no partial Bids shall be accepted referring to only one part of the contract scope.

## **7. Opening and Evaluation of Bids**

### **7.1. Bids Opening Session**

Contracting Authority 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.

The Bids opening session shall take place at headquarters of Contracting Authority, at the address:

Address: 169 A Calea Floreasca, Building A, 4th floor District 1

City: Bucharest

Country: Romania

Postal Code: 010165

On: October 11, 2011

Starting with hour: 17.00 Romanian time zone

The names of economic operators that submitted a Bid, modification, substitution and withdrawals of Bids, 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.

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.

No Bid will be rejected at opening, except late Bids.

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.

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.

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.

Only bids that are opened and read out at bid opening shall be further considered for evaluation.

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; if required; and any other details as Contracting Authority may consider appropriate. Only discounts read out at bid opening shall be considered for evaluation.

## **7.2. Confidentiality of Evaluation Process**

All information related to the examination, evaluation and comparison of Bids, including those with reference to clarifications requested to Bidders, as well as recommendations for the contract signing 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.

From the time of Bid opening to the time of signing the contract, the Bidders that submitted a Bid are not entitled to contact Company representatives and the evaluation committee with regard to any legal aspect of the Bid evaluation process.

Bidders shall respond in writing to requests for clarification sent in writing by the evaluation committee.

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 Contracting Authority who will provide a written explanation.

Any request for explanation from one Bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

Any attempt by a Bidder to influence the activity of the evaluation committee shall result in rejection of its Bid.

## **8. Contract Award**

### **8.1. Award Criterion**

Company shall sign the contract based on the “most economically advantageous tender” of the bidder for which the bid was determined as admissible.

Detailed information related to the application of the award criterion is presented below: Company shall sign the contract based on the “most economically advantageous tender” of the bidder for which the bid was determined as admissible.

Detailed information related to the application of the award criterion is presented below:

Evaluation Category	Points Awarded	Element Total Score	Weight %
<b>(A) Technical -</b>			
<b>(Ae) Equipment -</b>	<b>Max Score = 30</b>	$(A_t) =$ [Sum ( Ae <sub>1</sub> + Ap <sub>1</sub> + As <sub>1</sub> + Ar <sub>1</sub> )]	60%
<b>Proposed Equipment and Material -</b> Best Suited to Meet Work Scope - 6 to 10 points Less Suited to Meet Work Scope - 1 to 5 points Not Suited, not Presented or NA - 0 points	$(Ae_1) =$ [ Sum of (Ae) / Max Score ]		
<b>Proposed Maintenance and Inspection Plan -</b> Best Suited to Meet Work Scope - 6 to 10 points Less Suited to Meet Work Scope - 1 to 5 points Not Suited, not Presented or NA - 0 points			
<b>Proposed Redundancy, Spares and Inventory -</b> Best Suited to Meet Work Scope - 6 to 10 points Less Suited to Meet Work Scope - 1 to 5 points Not Suited, not Presented or NA - 0 points			
<b>(Ap) Personnel -</b>	<b>Max Score = 20</b>		
<b>Expertise of Proposed Support Personnel (Mngmt, Eng, Sales) -</b> Best Suited to Meet Work Scope - 6 to 10 points Less Suited to Meet Work Scope - 1 to 5 points Not Suited, not Presented or NA - 0 points	$(Ap_1) =$ [ Sum of (Ap) / Max Score ]		
<b>Experience of Proposed Operations Personnel -</b> Best Suited to Meet Work Scope - 6 to 10 points Less Suited to Meet Work Scope - 1 to 5 points Not Suited, not Presented or NA - 0 points			
<b>(As) Compliance with Industry and ExxonMobil Standards</b>	<b>Max Score = 20</b>		
<b>Contractor has Provided Verification of Certification to Applicable Industry Standards and the Ability to Comply with ExxonMobil Standards -</b> Certified or Ability to Comply with Applicable Standards - 20 Not Certified / Can't Comply with Applicable Standards or NA - 0	$(As_1) =$ [ Sum (As) / Max Score ]		
<b>(Ar) Related Technical Experience -</b>	<b>Max Score = 10</b>		
<b>Contractor Has Demonstrated -</b> Experience Reasonably Similar to Work Scope - 6 to 10 points Experience at a Level Below Work Scope - 1 to 5 points Not Experienced, not Presented or NA - 0	$(Ar_1) =$ [ Sum (Ar) / Max Score ]		
<b>(B) Logistics / Delivery -</b>			
<b>(Be) Equipment and Material Movement and Storage-</b>	<b>Max Score = 10</b>	$(B_t) =$ [Sum (Be <sub>1</sub> + Ba <sub>1</sub> )]	20%
<b>Contractors Logistics Management of Equipment, Material, and Facilities are -</b> Best Suited to Meet Work Scope - 6 to 10 points Less Suited to Meet Work Scope - 1 to 5 points Not Suited, not Presented or NA - 0 points	$(Be_1) =$ [ Sum (Be) / Max Score ]		
<b>(Ba) Equipment, Material and Personnel Availability -</b>	<b>Max Score = 10</b>		
<b>Proposed Readiness of Equipment, Material and Personnel -</b> Best Suited to Meet Work Scope - 6 to 10 points Less Suited to Meet Work Scope - 1 to 5 points Not Suited, not Presented or NA - 0 points	$(Ba_1) =$ [ Sum (Ba) / Max Score ]		
<b>(C) Safety, Health and Environment Management</b>			
<b>(Ca) SHE Program</b>	<b>Max Score = 10</b>	$(C_t) =$ [Sum ( Ca <sub>1</sub> + Cb <sub>1</sub> +Cc <sub>1</sub> )]	20%
<b>Contractor Administers SHE Program that Conforms to an Industry Recognized Standard -</b> Conforms to Standard - 10 Does not Conform, not Presented or NA - 0	$(Ca_1) =$ [ Sum (Ca) / Max Score ]		
<b>(Cb) SHE Training</b>	<b>Max Score = 10</b>		
<b>Contractor Willing to Participate in Company Sponsored SHE Training and Work Site Initiatives -</b> Indicates Willingness to Participate - 10 Unwilling, not Presented or NA - 0	$(Cb_1) =$ [ Sum (Cb) / Max Score ]		
<b>(Cc) SHE Audit</b>	<b>Max Score = 10</b>		
<b>Contractor SHE Program and Statistics Available for Audit -</b> Available for Audit - 10 Unavailable for Audit, not Presented or NA - 0	$(Cc_1) =$ [ Sum (Cc) / Max Score ]		
<b>(W) Weighted Scores</b>	$= (A_t \cdot .60) + (B_t \cdot .20) + (C_t \cdot .20)$		
<b>(Tv) Equalized Tender Value (USD)</b>	$= \text{Sum of Total Commercial Proposal for Equipment and Services}$		
<b>(NTV) Normalized Tender Value</b>	$= \text{Sum of } \{ Tv / W \}$		

The ranking of the offers will be determined based on the Normalized Tender Value (NTV). Based on the calculation method above the Tenderer with the lowest NTV will be declared winner and awarded the Contract. In the event of a tie, were there are two Tenderers with the lowest (equivalent) NTV, the Tenderer with the highest weighted score for Category (A) Technical will be declared the winning tender.

In the interests of transparency and equal treatment and to facilitate the examination and evaluation of the final Tenders, the Contracting Authority reserves the right to ask each Tenderer individually for clarification of its Tender including breakdowns of prices, within a reasonable time limit to be fixed by the Contracting Authority.

## **8.2. Notification on the Procedure Result**

Prior to the expiration of the period of Bid validity and immediately after finalization of evaluation, Contracting Authority shall notify the successful Bidder, in writing, that its Bid has been accepted. At the same time, Contracting Authority shall also notify all other Bidders of the results of the Bidding.

Until a formal contract is prepared and executed, the notification for signing of the contract, together with submitted Bidding Letter, shall constitute a binding document for the Bidder.

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.

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 provisions of the contract, if the case.

Subject to Company needs and in connection with the content of the Technical and Financial Proposal presented by the winning Bidder, Company and the Winning Bidder may decide on additional changes in the contract's provisions with the aim of reflecting the actual conditions of contract performance.

## **8.3. Signature of the Contract**

Only the signed contract will constitute an official commitment on the part of Company, and activities may not begin until the contract has been signed by Company and the successful Bidder.

The provisions of the art 204, paragraph 1<sup>1</sup> from the GEO 34/2006 - approved with further amendments and supplements are entirely applicable to this procedure.

## **9. Company's Rights Regarding Proposal**

All technical information in Bidder's proposal are to be submitted on a non-confidential basis. Company reserves the right to utilize all technical information contained in Bidder's proposal.

By submitting a proposal, all Bidders agree that it will place no restrictive notices on any document (including drawings) provided as part of the Bid. Contractor further agrees that if it does place such notices on documents, Company is authorized to remove and/or disregard any such restrictive clauses and shall be free to use and disclose any or all information contained therein to their Affiliates or third parties without accounting to the Contractor.

Company reserves the right to accept or reject any bid or to reject all bids, including any bid made with exceptions to the Bidding Documents. Company reserves the sole right to select the successful Contractor for Contract award, to accept or reject part or all of any proposal received that it believes is unresponsive or in any way unsatisfactory, to award or not to award the Contract as a result of this procedure (including any subsequent conditioning, clarification, re-quotes of bids), or to withhold an award, without justification to Contractor.

This Bidding Documents and any participation therein, including any statements whether oral or written between Company and Bidder shall not create or be deemed to create any binding legal relationship or

Contract or be construed to do so between Company and any Contractor. Only when a written Contract is signed by the successful Bidder and Company and communicated by Company to the successful Contractor in the manner specified in these instructions, shall any legal relationship be created between Company and the successful Contractor. The provisions of that Agreement shall govern the relationship between the parties.

Company shall be under no obligation to the successful Bidder as to specific Services or quantities described in this Bidding Documents. Company specifically disclaims all responsibility for Services performed, quantities begun or produced, and obligations or expenses incurred by the successful Bidder or Bidders prior to Company's issuance of the Contract award including, without limitation, Bidding preparation expenses and Bidder commitment or cancellation charges.

An Agreement must be executed by Company and the successful Contractor prior to the commencement of services. A proposed form is enclosed in the Section C of the Bidding Documents).

#### **10. Information Brokering**

Information brokering is an organized illegal activity conducted by unscrupulous individuals that have come to be known in our industry as "Illegal Information Brokers". Their purpose is to obtain and sell information/influence to corruptly manipulate the award of contracts or purchase orders. There is substantial evidence that a number of sophisticated and successful information brokering networks exist worldwide. These Information Brokers develop inside contacts within Companies, Contractors, Manufacturers, etc. and once they have these corrupted sources in place, they are able to obtain early information about the specifications for a project, approved budgets, Contractors lists, what competitors intend to bid, and other useful and marketable knowledge.

Contractor will warrant and represent that it has not and will not utilize illegal information brokering in connection with this invitation or any other business dealings with our company. Contractor further agrees to advise Company in case they are approached by an "Illegal Information Broker" in connection with any company business and this procedure in particular.

Company undertakes to treat with the utmost confidentiality and diligence this kind of information and will carefully audit the evaluation process in order to prevent any unfair advantages to any of the participating Contractors.

Adherence to these stated requirements is a condition of this invitation to tender.

#### **11. Appeals**

Bidders believing they have been harmed by an error or irregularity during the process for signing of the contract by an act of Contracting Authority violating the laws on public procurement, are entitled to dispute it



by lodging complaints 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](http://www.cnsc.ro);  
NCSC Decision can be challenged in Bucharest Court of Appeal, Administrative and Fiscal Court;  
Compensations related to the created lesion can be requested only according to art 287 from OUG 34/2006.

## SECTION B

### Geo-Chemistry Analysis & Handling Scope of Work

The planned drilling activities in Romania will occur in Contract "Neptun Block" offshore Romania. The initial phase of drilling activities, expected to include on well in "Neptun Block", should commence in the 4Q of 2011 and last approximately three (3) to five (5) months. The services and quantities listed are estimates only and are not guaranteed. An ExxonMobil representative will communicate the specific services and quantities that the Contractor shall provide along with the date the services will be initiated.

#### **1. Preliminary Sample Quantities:**

Analysis Type	Approximate Sample Quantity
TOC	200
RockEval	100
Vitrinite Reflectance	20
Visual Kerogen Description	20
Notes: -Final sample quantities will be determined by ExxonMobil representatives -GeoChemistry analysis will be performed on SWC samples <b>IF</b> acquired during drilling activities -GeoChemistry analysis will be performed on Gas and Formation Water (PVT) samples <b>IF</b> acquired during drilling activities	

#### **2. Analysis of cutting samples:**

An aliquot of every cutting sample should be water-washed with detergent to remove drilling mud and dried at room temperature. The remaining portion of unwashed cuttings should be held in reserve for possible future processing. Also cuttings in iso jars should be held in reserve.

##### **(a) TOC and Rock-Eval analysis**

TOC screening should be performed on **all** cutting samples and selected side-wall cores from non-pay zones. The most prospective source lithology (e.g., dark shales) should be picked (ca. 2 g) from each washed and dried cutting sample. The wells are being drilled with non-aqueous fluid. Therefore, cuttings samples (and side wall cores) are contaminated and results of source potential analyses would be invalid without a further clean-up step prior to these analyses. Cutting samples should therefore be solvent-washed to remove mud contamination. Subsamples from side-wall cores (core chips) may be processed in similar manner. Following clean-up, samples for TOC and Rock-Eval should be dried, pulverized and homogenized. The amount of organic carbon present in the rock samples is to be measured by a combustion technique via a LECO organic-carbon analyzer and the data reported in % TOC of dried rock. TOC screening is to be performed on picked cuttings and side-wall cores (core chips have to be solvent washed as well) as indicated by Company.

Cutting samples (or side-wall core chips) that yield TOC higher than 1.0%

should be further analyzed by a Rock-Eval pyrolysis instrument for the S1, S2, S3, and Tmax data (sample number depends on prior TOC analysis; but assume 100 samples per well for Rock-Eval analysis). Because the initial clean-up step removes extractable bitumen, the S1 peak (~ representative of extractable bitumen content) is largely removed. Therefore, the Production Index or Transformation Ratio (S1/S1+S2) cannot be used to evaluate extent of kerogen conversion to bitumen. S2 and Hydrogen Index values however should be representative of indigenous source-rock richness after the solvent cleaning step.

### **(b) Vitrinite reflectance and visual kerogen description**

Pending results from TOC screening and Rock-Eval determinations, some of the more organic-rich samples will be selected for vitrinite reflectance (%R<sub>o</sub>) and visual kerogen (VK) determinations including Thermal Alteration Index and Spore Fluorescence Color. Samples will need to be re-picked from the original cuttings to isolate additional material for these analyses. Samples for %R<sub>o</sub> and VK analyses should not be pulverized prior to analyses. Solvent-cleaning (see above) prior to analysis may be beneficial. Whole rock or isolated kerogen preparations are suitable, depending on the experience and protocols of the vendor. In order to develop a well profile, such optical analyses should appropriately be conducted at 50m intervals.

### **3. Analysis of side-wall cores:**

TOC, RockEval, vitrinite reflectance and visual kerogen description should be carried out on suitable lithologies (e.g. dark shales) from side wall core chips if specified by Company (analysis protocol see above).

### **4. Geochemical Analysis (PVT samples):**

To evaluate reservoir connectivity several geochemical analyses need be conducted on the samples. These analyses include:

- Isotope-ratio gas-chromatography mass-spectrometry (IR-GCMS) analysis of associated and non-associated gases
- Gas Composition

Analytical Requirements:

- Gas composition - Quantification of H<sub>2</sub>, H<sub>2</sub>S, CO<sub>2</sub>, N<sub>2</sub>, C1, C2, C3, iC4, nC4, iC5, nC5 and C6+ is to be performed by gas chromatography (GC). Results should be reported both as mole % and ppm. A chromatogram of each individual analysis in a windows-metafile (wmf) format (not bitmapped format) should accompany the results.
- IR-GCMS. Carbon isotope ratio GCMS of the associated and non-associated gases should be run on a continuous flow instrument so that the carbon isotope ratios of C1, C2, C3, iC4, and nC4 as well as CO<sub>2</sub> can be measured with a

precision of better than 0.5 ‰. The inlet system should be adequate to concentrate these gaseous low molecular weight components in order to get precise results.

Sample Requirements:

- For gases, 30 cc should be adequate for IR-GCMS of all the major hydrocarbon and non-hydrocarbon, such as CO<sub>2</sub>, components. These should be transported in IATA-certified, pressurized cylinders, not to exceed 1500 psig. Each cylinder should be labeled with filling pressure and temperature to evaluate sample leakage, should it occur.

**5. Formation Water Analysis (PVT samples):**

The following analyses are required:

- Record pH upon opening sample at laboratory.
- Ion analysis for: Na<sup>+</sup>, K<sup>+</sup>, Ca<sup>+2</sup>, Mg<sup>+2</sup>, Fe<sup>+2/3</sup>, Ba<sup>+2</sup>, Sr<sup>+2</sup>, B<sup>+3</sup>, SO<sub>4</sub><sup>-2</sup>, HCO<sub>3</sub><sup>-</sup>, CO<sub>3</sub><sup>-2</sup>, Si<sup>+4</sup>, F<sup>-</sup>, Cl<sup>-</sup> And Br<sup>-</sup> Cations should be analyzed by ICP. Anions should be analyzed by Ion Chromatography (IC). Have laboratory identify method of detection in analysis report. If IC is not available, anion concentrations can also be determined by titration.
- Total Dissolved Solids (TDS) measured by evaporation of a measured quantity of the water sample.
- Note any collected solids, which should be filtered out of the water sample prior to any liquid analysis. Retain solids for analysis.
- Organic acids. Specifically include: formate, acetate, propionate, and butyrate content.

**6. Sidewall Core Sample Preparation and handling at the wellsite:**

As samples are unloaded from the downhole core catcher, samples are to be photographed and packaged according to global acceptable standards in a fashion suitable for preservation and transport from the offshore rig to URC in Houston or designated vendor. Samples are to be *handled gently*. After samples are extracted from the tool, the lithology of each is described by the wellsite geologist. Samples are then to be photographed and individually wrapped in cellophane and aluminum foil and labeled (samples are to be matched to correct sample depth), placed in canisters provided by Contractor or other supplier, and stored in a protective hard-body transport case. Samples are to be prepared by a company representative with expertise in wellsite sidewall core preparation and handling.

**7. Preparation and transfer of washed and dried cutting samples and rotary sidewall core plugs from Contractor to ExxonMobil Upstream Research Company in Houston or designated vendor**

Services which include the preparation and transferring of washed and dried cutting samples and rotary sidewall core plugs from the Romanian shore base to the URC in Houston or a designated vendor may be requested.

During the course of the investigation, Contractor shall release its preliminary data, when requested by Company, and support Company during sample selection, and allow Company access to examine all data, when requested.

**SERVICES OUTLINE AGREEMENT**

**Agreement Number A2311886**

**between**

**EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED**  
acting through its Romanian Branch Office,  
**EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED NASSAU (BAHAMAS)**  
**SUCURSALA BUCURESTI**

**and**

**[ Name of Contractor]**

**covering**

**Geo-Chemistry-Cuttings Analysis Services**

**at**

**Romania**

**SERVICES OUTLINE AGREEMENT A2311886**

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Corporation, any parent of Exxon Mobil Corporation, or an Affiliated Company is the operator, (d) any successor in interest to (a) through (c) above, and (e) Koykuto Petroleum Industries Ltd.

- 3.2 "Agreement"** means this Principal Document and the Exhibits indicated in the Table of Contents.
- 3.3 "Change Orders"** means a written change to an Order in any form that Company may issue, provided that the form identifies the appropriate Order and is properly executed.
- 3.4 "Company"** means the legal entity identified as such in the first paragraph of the Agreement.
- 3.5 "Competence"** means the expertise, experience, capability and specialized knowledge to perform Services in a good and workmanlike manner and within all accepted standards for the industry.
- 3.6 "Consequential Loss"** means any loss or anticipated loss of profit, loss or anticipated loss of revenue, business interruption, loss of use of any equipment, loss of any contract or other business opportunity and any other indirect loss of a similar nature.
- 3.7 "Contractor"** means (1) the legal entity identified in the Principal Document and, where the context so permits, (2) any company in which that legal entity now or hereafter (a) owns or (b) controls, directly or indirectly, more than fifty percent (50%) of the stock having the right to vote or appoint its directors and (3) Contractor's representatives that are responsible for supplying goods or performing Services in accordance with the terms of each Order.
- 3.8 "Gross Negligence"** is defined by the Law governing this Agreement; however, if such Law does not define the term "gross negligence", it means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences.
- 3.9 "Law"** means all applicable laws of the jurisdiction in its broadest sense including without limitation the following: constitutional law, civil law, common law, international law, equity, treaties, statutes, decrees, edicts, codes, orders, rules, ordinances and regulations of any local, municipal, territorial, provincial, federated, national or any other duly constituted governmental authority or agency.
- 3.10 "Order"** means the document or documents issued by Company under this Agreement specifying the Services to be performed for Company, using any form Company may provide whether labeled as an Order or by other labels including, but not limited to "purchase order", "call off", "release", "purchase release", or "letter of authorization".
- 3.11 "Principal Document"** means this document, executed by Company and Contractor, and comprising Articles 1 through 34.
- 3.12 "Services"** means the Services described in Exhibit A and in each applicable Order including providing as necessary, therefore, labor, supervision, any specified materials, supplies, and other services incidental to each Order.
- 3.13 "Subcontractors"** means any Subcontractor, supplier, agent or materialman providing materials or services to Contractor for the purpose of performing Services under an Order.

## SERVICES OUTLINE AGREEMENT A2311886

**3.14 "Taxes"** includes all compulsory charges imposed pursuant to the authority of a country, or political subdivision thereof, to levy taxes or fees on an entity or activity. Taxes include, but are not limited to, income taxes, employment taxes, franchise taxes, sales and use taxes, value added taxes ("VAT"), VAT applicable to nonresidents, industry and commerce tax, property, ad valorem and excise taxes. For purposes of this Agreement, Taxes do not include import/ export customs duties or fees and stamp duties.

**3.15 "Willful Misconduct"** is defined by the Law governing this Agreement; however, if such Law does not define the term "willful misconduct", it means an intentional disregard of good and prudent standards of performance or of any of the terms of this Agreement.

**3.16 "Work Site"** means the area of any physical site where Services are actually performed by Contractor and/or its Subcontractors provided (1) such site(s) is owned or controlled by Company and (2) Company made the area available to Contractor to perform Services and related activities.

### ARTICLE 4 - ORDERS

**4.1 Issuance by Company.** If Company wishes to have Contractor perform Orders, Company shall describe in writing or verbally the Services to be performed in sufficient detail to allow Contractor to assess the requirements for Services. Once Company and Contractor agree to all such requirements, Company will issue an Order authorizing Contractor to perform and complete Services thereunder.

**4.2 Contractor's Receipt of Order.** Unless otherwise agreed, Contractor's receipt of each Order shall be confirmed by the Contractor in written form and delivered by mail, courier, facsimile or other electronic transmission.

**4.3 Nature and Incorporation of Terms.** Each Order receipt of which is confirmed by Contractor shall constitute a legal contract between Company and Contractor separate and distinct from either any other Order or this Agreement. Nonetheless, Contractor agrees that all Orders shall be governed by all applicable provisions of this Agreement, including but not limited to the Exhibits indicated in the Table of Contents and that any modifications to this Agreement in Orders pursuant to 4.1 shall be limited to the following:

- a) addition of appropriate language in regards to Services, Work Site, or other specific requirements;
- b) identification of Contractor's key personnel and of Company's representative;
- c) identification of services to be performed by Subcontractors;
- d) documentation concerning pricing, cost, payment or invoicing all in accordance with Exhibit B;
- e) establishment of completion date; and
- f) establishment of payment basis (each invoice covering a percentage of Agreement price) in accordance with milestones or percentage of Services completed by Contractor.

**4.4 Contractor's Documents.** "Contractor's Documents" includes without limitation any price lists, rate schedules, work tickets, invoices, receipts, confirmation of Orders or other documents containing terms and conditions related to Services, prepared by Contractor and/or submitted to Company. Contractor's Documents, now or in the future, shall not supersede,

## SERVICES OUTLINE AGREEMENT A2311886

add to or amend in any way this Agreement or any Order regardless of any provision to the contrary in the Contractor's Documents, and shall be regarded as being formally rejected by Company without notice or objection, except that any Contractor's Documents included in this Agreement as part of Exhibit B shall be used for the sole purpose of establishing prices to be charged for Services. Any other Contractor's Documents, now or in the future, shall be used for the sole purpose of accounting for prices charged for Services, provided the Contractor's Documents are consistent with the applicable pricing in Exhibit B.

- 4.5 Performance under Order.** Unless otherwise agreed, time shall be of the essence with respect to Contractor's performance of Services to Company. Upon receipt of an Order, Contractor will perform Services when and as directed by the Order. Contractor will show on all related documents and other communications with Company, the number of this Agreement and the applicable Order number, together with any other code number if furnished by Company to Contractor. If Contractor is unable to comply with schedule or other requirements of the Order, Contractor shall immediately notify Company.
- 4.6 Agents and Contractors.** The agents and contractors of Company will have the right to issue written but not oral Orders related to specific projects of Company when Company submits to Contractor an executed agent or contractor authorization which may be included in Exhibit A or in a written notice to Contractor. Each agent or contractor shall have the same rights and obligations as Company with respect to any purchase that the agent or contractor makes by issuing an Order. Company shall have no liability for any purchase made by any agent or contractor under this Agreement. Furthermore, such agent or contractor will be entitled to all warranties under this Agreement for Goods or Services purchased by, or Services performed for, such agent or contractor. Notwithstanding the foregoing, if a manufacturer's warranty cannot be assigned to such agent or contractor, Contractor shall use its best efforts to make that warranty available for such agent's or contractor's benefit to the maximum extent possible. At Company's request, Contractor will provide a listing of the Goods and Services, purchased and performed, and corresponding amounts invoiced to agent or contractor issuing Orders for any named project.
- 4.7 Orders Issued by Affiliates of Company.** An Affiliate located in Romania may issue Orders under this Agreement. When such an Affiliate (the "Issuing Affiliate") issues an Order, the reference in this Agreement to "Company" shall mean the Issuing Affiliate for purposes of such Order, so that neither Company nor any of its Affiliates other than the Issuing Affiliate shall have any liability with respect to such Order. The Issuing Affiliate shall have the same rights and obligations of Company with respect to any purchases that the Issuing Affiliate makes by issuing an Order. The Issuing Affiliate shall not have the ability to terminate this Agreement; however, the Issuing Affiliate may terminate any of its Orders in accordance with the terms of this Agreement. Invoices and notices associated with Orders issued by the Issuing Affiliate will be sent to the Issuing Affiliate at an address to be specified by the Issuing Affiliate in the Order or otherwise in writing.

### ARTICLE 5 - NON-EXCLUSIVE

This Agreement and the Orders are non-exclusive. Company retains the right to engage others to provide the same type of Services without any liability to Contractor, and Company makes no representation as to the number, frequency or monetary value of Orders to be issued under this Agreement.

### ARTICLE 6 - CONTRACTOR'S GENERAL OBLIGATIONS

## SERVICES OUTLINE AGREEMENT A2311886

- 6.1** During the term of this Agreement, Company may request Services by issuing Orders to Contractor. Contractor shall accept said Order(s) and promptly proceed to perform Services in accordance with the terms and conditions of Principal Document, the Exhibit A Description of Services, and such Order(s).
- 6.2** Contractor shall commence Services promptly upon its acceptance of each Order and shall perform Services to the reasonable satisfaction of Company (i) with diligence until Services are completed and (ii) in accordance with sound and generally accepted industry standard practices for said Services, subject to the terms and conditions of this Agreement.
- 6.3** Contractor shall consult with and advise Company at no additional cost, with respect to questions arising in connection with this Agreement and cooperate with Company and its authorized representatives.
- 6.4** Contractor shall be responsible for interpretations made by Contractor in translating Company's data, information and requirements into Services and for work performed by Contractor based on data or information not contained in the Exhibit A Description of Services and / or Order(s).

### ARTICLE 7 - WARRANTIES

**7.1 Representations and Warranties.** Contractor represents and warrants that it:

- a) has the Competence to perform the Services;
- b) has or shall obtain the necessary tools, equipment and personnel to provide the Services;
- c) shall maintain and use all tools and equipment in accordance with manufacturer's specifications and recommendations and good engineering and operational practices;
- d) has or shall obtain, at its expense, before performing any Services all the necessary registrations, certificates, permits, licenses and authorizations to conduct business and perform the Services;
- e) shall perform all Services in accordance with Law;
- f) shall perform all Services in good faith, promptly, with due diligence and Competence;
- g) fully comprehends the requirements and contingencies for providing Services and it shall examine the Work Site for any additional or special requirements and contingencies prior to performing Services; and
- h) shall ensure that Services, materials and equipment provided will meet any descriptions or specifications set out in Exhibit A or in any Order at all times except to the extent of normal wear and tear and/or abuse by personnel other than Contractor and its Subcontractors.

**7.2 Contractor's Duty for Compliance of Services with Applicable Order.** Contractor represents and warrants that it shall not perform any aspect of the Services that it knows or should know cannot be performed in conformity with the provisions of the applicable Order. If Contractor determines that it cannot perform Services in conformity with those provisions, Contractor shall immediately advise Company and work with Company to develop a mutually satisfactory resolution. Contractor further represents and warrants that it shall ascertain whether any drawings and specifications applicable to the Services are at variance with Law or with good engineering and operational practices before beginning any Services. Contractor

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shall immediately notify Company in writing of any such variance and ensure that the necessary changes are made before proceeding with the part of the Services affected.

**7.3 Additional Warranty.** Without limiting the rights that Company may otherwise have at Law and in addition to the other warranties granted, Contractor warrants that all Services performed and any materials and equipment provided in connection with the Services shall be free from defect or deficiency for one (1) year from the date of completion of the Services. If Company discovers any defect or deficiency during this warranty period, and Company has notified Contractor of the defect or deficiency either during the warranty period or within a reasonable period of time after the end of this warranty period, Contractor, at its sole expense, shall at Company's option promptly repair or replace the defect or deficiency (including the provision of all labor, materials and other incidental Services to effecting this correction of the defect or deficiency). Any Services provided under this Sub-Article to correct any defect or deficiency shall be warranted on the same basis as provided in this Sub-Article for the longer of (a) the balance of the one year warranty period or (b) six (6) months from the date of completion of the repair or replacement.

**7.4 Warranties of Others.** Contractor shall use its best efforts to ensure that all warranties provided by Subcontractors and manufacturers are assigned to Company. If any warranty cannot be so assigned, Contractor shall use its best efforts to make that warranty available for the applicable Company's benefit. Contractor shall deliver a copy of each written warranty provided by Subcontractors and manufacturers to Company. The warranties under this Sub-Article shall be in addition to any others provided: (i) under this Agreement, (ii) under the applicable Order or (iii) otherwise under Law.

### ARTICLE 8 - SUBCONTRACTORS

Services shall be performed solely by Contractor or by those Subcontractors that Company may from time to time allow by its prior written approval. No approval shall relieve Contractor of any of its obligations under this Agreement or any Order. Contractor shall be responsible to Company for Services performed by its Subcontractors to the same extent it is responsible for activities performed by Contractor. Contractor shall ensure that its contracts with its Subcontractors contain provisions which are in conformity with and no less stringent than the provisions of this Agreement and any pertinent Order. No provision whatsoever of this Agreement or any Order will be deemed to create a contractual relationship between Company and Subcontractor, nor between Company and employees of Contractor or Subcontractor. Notwithstanding the provisions of this Article, any person or other entity not approved as a Subcontractor and used by Contractor to provide Services under any Order hereunder shall be deemed a Subcontractor only for the purposes of Contractor's obligations and covenants under the applicable Order. Contractor shall, at Company's request at any time, provide Company with a list of all Subcontractors, if any, providing Services.

### ARTICLE 9 - CHANGES

**9.1 Changes.** Company shall have the right, without additional consent from Contractor, to:

- a) revise the Services under an Order within the general scope of work set forth therein, including but not limited to: (i) requiring additional services of Contractor and directing omission of part of Services previously authorized, and (ii) making final decisions on the interpretation of any specifications, drawings, and documents included or incorporated in an Order furnished by Company to Contractor and on matters where such documents

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permit alternatives or are not specific. Upon notification of such revision, Contractor shall promptly revise Services accordingly.

- b) reject Services in whole or in part which do not conform to an Order.

### 9.2 Change Orders.

- (a) Unless this Agreement provides otherwise, Company shall issue a Change Order when it revises the Services under an Order or elements of Services already completed or being performed in accordance with such Order, requires additional services of Contractor, or directs omission of part of Services previously authorized, providing any of the following Change Order criteria is satisfied: (i) Contractor's costs for performing Services are affected thereby, or (ii) the time required for performing Services is affected thereby, or (iii) the scope of Services or execution approach is affected thereby. If any of the foregoing criteria is satisfied, Company shall authorize Contractor to prepare and Contractor shall prepare an estimate of the effects on costs and/or completion of Services. After Contractor and Company agree on the reasonable effects, Company shall issue a Change Order adjusting one or more aforesaid items unless this Agreement provides otherwise.
- (b) A Change Order shall not be issued, when (i) revisions in Services already performed by Contractor are required to achieve compliance with an Order or to correct errors, omissions or work not in accordance with the requirements of Sub-Articles 6.2 or Article 7, (ii) Contractor has not complied with a requirement of this Agreement, or (iii) Contractor's performance was affected by another cause, including Contractor's fault or negligence.

## ARTICLE 10 - INDEPENDENT CONTRACTOR

In performing Services and other obligations under an Order, Contractor shall be an independent contractor and not the agent or employee of Company. The relationship of employer and employee shall not exist between Company and Contractor or any of Contractor's employees, if any. Contractor acknowledges and agrees that, with respect to any Services provided under an Order, neither Contractor nor any of its employees is eligible to participate in and shall not receive any benefits from any employee benefit plan sponsored by Company and/or its affiliates. Services shall be performed under the supervision and control of Contractor, and Company shall have no authority to supervise Contractor's employees, representatives or Subcontractors. Contractor shall have no authority to make statements, representations or commitments of any kind or take any other action binding on Company, except as specifically provided in this Agreement. It is expressly agreed that it is not the purpose or intention of this Agreement or of any Order to create, nor shall the same be construed as creating, any partnership or joint operation between Company and Contractor.

## ARTICLE 11 - PAYMENT, TAXES AND INVOICING\*

*\*Note: Each affiliate will conform the invoicing and payable terms to its Payable Best Practices.*

### 11.1 Payment.

Contractor shall invoice and Company shall pay Contractor either the rates and fees or the lump sum specified in Exhibit B, whichever is applicable, for the Services the Contractor performs in compliance with each Order. The rates and fees or the lump sum invoiced by Contractor shall be inclusive of all Taxes for which the Contractor is liable, except for Taxes invoiced by Contractor pursuant to Sub-Article 11.6. Company shall have the right to set off

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any loss, damage liability or claim which such Company may have against Contractor against any payment owing to Contractor. No payment by Company shall limit the Company's rights later to dispute any of the charges invoiced or to claim unsatisfactory performance under the Order.

### 11.2 Tax Responsibilities.

(a) Contractor shall

- (i) be responsible for and pay (or cause to be paid) when due all Taxes for which Contractor or Subcontractors are liable by reason of the performance of the Services;
- (ii) make reasonable efforts to minimize Taxes arising with respect to the Services, including, but not limited to, cooperating and reasonably assisting Company in supporting claims for exemption, as well as for credits, on purchases of equipment, materials, goods and Services;
- (iii) supply to Company in the form and within time limits specified by a written notice from Company to Contractor the information necessary to enable Company to comply with any lawful request for such information from any governmental authority having responsibility for assessment or collection of Taxes; and
- (iv) if required by applicable Law, establish and register an office in the country or countries (and any applicable political subdivision thereof) where any part of the Services is to be performed and qualify as an organization operating and doing business therein, and register and file such notices and/or tax returns with the taxing authorities of such country.

(b) Company shall pay all Taxes imposed upon Company by Law by reason of the performance of the Services.

**11.3 Withholding Taxes.** Company shall withhold Taxes from payments to Contractor as required by Law. Upon payment of the amount withheld to the appropriate government entity or agency such amount withheld shall be deemed payment to the respective Contractor and Company shall have no further obligation to pay such amount to the respective Contractor. Production of a receipt or other evidence of withholding shall be conclusive proof between the parties of such withholding. Upon written request from Contractor, Company shall provide a withholding tax receipt or other evidence of withholding to Contractor.

**11.4 Indemnities.** In addition to the general indemnities, Contractor shall defend, indemnify and hold Company harmless from liability to any competent authority resulting from Contractor's or Contractor's employees' or Subcontractor's failure to make timely payment of, or timely filings with respect to, any obligations to pay Taxes incurred in respect to the Services. Such indemnities shall include all penalties and interest imposed in addition to the Taxes due as a result of Contractor's, Contractor's employees' or Subcontractor's failure to comply with reporting, filing, payment or procedural requirements. Contractor shall be liable for and shall indemnify Company for any incremental withholding Taxes (not including any interest or penalties assessed) imposed by an appropriate government entity or agency on payments to Contractor in excess of amounts initially withheld by Company per 11.3 above.

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**11.5 Import/Export Customs Duties and Fees; Stamp Duties.** Contractor shall pay import/export license fees, import/export duties, and stamp duties incurred in respect to the Services. Compensation to Contractor for import/export based customs duties or fees and stamp duties will be as defined in Exhibit B.

**11.6 Invoicing Procedures.** If Contractor has a legal responsibility to collect any Taxes directly from Company for payment to the appropriate taxing authorities, the portion of any payment from Company to Contractor representing such Taxes shall be separately stated in the invoice in a manner and with all accompanying documentation necessary to satisfy legal invoicing requirements for Taxes imposed on Company (e.g., timesheets, reports, plans, training materials, proposals, etc.). Absent such legal requirement, and subject to the express requirements of Exhibit B, Contractor shall not identify any separate item constituting Taxes. Company shall not be obligated to pay invoices that do not comply with invoicing procedures described in Exhibit B.

**11.7 Priority of Article 11 with Respect to Taxes.** The provisions of Article 11 shall be controlling with respect to all rights and obligations of Company, Contractor and Subcontractors to pay and bear the costs of Taxes imposed in connection with Services undertaken pursuant to the terms of this Agreement. Notwithstanding the above, in the event any provision in an Exhibit C (Additional Articles, used for country-specific language) is contrary to another provision of this Agreement, the provision in the respective Exhibit C shall be controlling.

### ARTICLE 12 - DEFICIENT WORK; ASSUMPTION OF SERVICES

**12.1** At Company's option, Contractor shall correct promptly and to Company's satisfaction any deficiency in Services performed under an Order. Upon notice of such deficiency, Contractor agrees to promptly provide, at no cost to Company, the additional services necessary to correct such deficiency to Company's satisfaction.

**12.2 Assumption of Services.** Contractor agrees that if, in the opinion of Company, Contractor fails at any time during the performance of Services under an Order to provide the labor, supervision, tools, equipment or materials necessary for the prompt performance of Services, or if Contractor breaches the Order in whole or in part or fails to use diligence in the performance thereof, Company may, at its election and without prejudice to any other remedies available to it, take over and perform or obtain another Contractor to take over and perform all or any part of Services then remaining unperformed. If Company takes over completion of Services, or obtains another Contractor to do so, Company's sole obligations shall be to pay Contractor, upon completion of Services and subject to the other provisions of the Order that reduce or suspend payment:

the lesser of either (1) the percentage of any moneys due which represents the percentage of Services satisfactorily completed by Contractor under the Order, or (2) the lump sum price for the Order less all costs and expenses incurred by Company in completing Services.

Notwithstanding the foregoing, if Company exercises this right, Company or its designee shall have the right but not the obligation to use all or any part of Contractor's tools and equipment then in use on the job but shall pay Contractor a reasonable rental for the use of tools and equipment during the period of use by Company or its designee and shall return same to Contractor upon completion of the job in as good condition as when taken over by Company, ordinary wear and tear excepted. Company shall not be liable for any costs,



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claims, damages or liabilities whatsoever of Contractor or Subcontractors, including, without limitation, Consequential Loss, punitive or exemplary damages, or reimbursement for Services unperformed.

### ARTICLE 13 - SUSPENSION OF ORDER

**13.1 Suspension of Services.** Company may suspend at any time and for any reason any part of Services under an Order by giving notice to Contractor specifying the part of Services to be suspended and the effective date of suspension. Suspension under this Article cannot last more than three months, and if it does, Company shall have the right to terminate under Article 14. Contractor shall cease work on said part of Services on the effective date of suspension, but shall continue to perform any part of Services not suspended. Notices given under this Sub-Article may be oral for any suspension that is reasonably expected to continue for no more than three (3) working days.

**13.2 Compensation.** For the part of Services suspended, compensation to Contractor during the period of suspension shall be in accordance with Exhibit B, limited however to:

- a) Contractor's employees whose retention on Services during the suspension has been authorized in advance by Company, and
- b) other items directly related to the suspended part of Services if authorized in advance by Company

and subject to the other provisions of this Agreement that may reduce or suspend payment.

**13.3 Resumption.** Company may, at any time, authorize resumption of the suspended part of Services by notifying Contractor of the part of Services to be resumed and the effective date of suspension withdrawal. Work shall be promptly resumed by Contractor after receipt of such notice.

**13.4 Liability.** For Services suspended in accordance with this Sub-Article 13.1, Company shall not be liable for any cost, claims, damages or liabilities whatsoever of Contractor or Subcontractors, including, without limitation, Consequential Loss, punitive or exemplary damages.

### ARTICLE 14 - TERMINATION OF ORDER

**14.1 Termination of Services.** Company may terminate at any time and for any reason any part or all Services by giving notice to Contractor specifying the part of Services to be terminated and the effective date of termination. Contractor shall cease work on said part of Services on the effective date of termination, but shall continue to perform any part of Services not terminated.

**14.2 Compensation.** If Services are terminated, either in whole or in part, in accordance with Sub-Article 14.1, Company with respect to such Services will pay Contractor, only for Services satisfactorily performed in accordance with this Agreement or any Order and obligations incurred prior to the effective date of termination and for such additional amounts directly related to work performed by Contractor in terminating, providing said work was authorized in advance by Company, and subject to other provisions of this Agreement that may reduce or suspend payment. Such payment will be made to Contractor:

- a) for non-lump sum and non-unit cost Services, according to Exhibit B,

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- b) for lump sum and unit-cost Services, the percentage of any lump sum or unit cost price (as the case may be) which represents the percentage of Services completed by Contractor, and
- c) for direct costs that Contractor incurs in terminating Services under the Order, provided those costs were authorized in advance by Company and are properly supported by time sheets, invoices and the like.

Company shall have audit rights pursuant to Article 21 to verify the actual costs of work performed by Contractor in the terminating.

**14.3 No Compensation.** In the event Services are terminated under an Order by reason of Contractor's failure to perform in accordance with the Order, Company shall have no obligation to compensate Contractor under such Order.

**14.4 Liability.** For Services terminated in accordance with Sub-Article 14.1, Company shall not be liable for any costs, claims, damages or liabilities whatsoever of Contractor or Subcontractors, including, without limitation, Consequential Loss, punitive or exemplary damages.

## ARTICLE 15 - DISTRIBUTION OF RISK, RELEASE AND INDEMNITY

### 15.1 Contractor's Responsibilities.

- (a) Contractor shall release and indemnify Company and hold Company harmless for loss of or damage, howsoever caused, to Contractor's or Subcontractor's tools and equipment and rented items which are used or intended for use in the Services to be performed, and for any Consequential Loss sustained by Contractor or Subcontractors, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM COMPANY'S NEGLIGENCE.**
- (b) Contractor shall release and indemnify Company and hold Company harmless for loss of or damage, howsoever caused, to (i) Contractor's, Subcontractor's and Company's property intended to be incorporated into the Services and (ii) Company's property intended to be used in the Services, while all such property is in Contractor's care, custody or control until delivered to the Work Site, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM COMPANY'S NEGLIGENCE.**
- (c) Contractor shall compensate Company for loss of or damage to Company's existing property which is in reasonable proximity to the Work Site which results from the negligence of Contractor and/or for any resulting Consequential Loss sustained by Company; however, Contractor's responsibility shall not exceed the amount recoverable by Contractor or its Subcontractors under the valid and collectible insurance carried by Contractor and Subcontractors, or the amount which would have been recoverable under that insurance if all conditions, requirements, and warranties imposed on the insured by the insurer are being or had been met. Company shall release Contractor from liability to Company for such loss or damage and/or for any resulting Consequential Loss sustained by Company exceeding the amounts so recoverable, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM CONTRACTOR'S NEGLIGENCE**; however, Contractor's responsibility shall include the value of any deductible or self-insured retention applicable under that insurance.

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### 15.2 Company's Responsibilities.

- (a) Company shall release Contractor and hold Contractor harmless for loss of or damage, howsoever caused, to Company's property intended to be incorporated into or used in the Services to be performed and located at the Work Site prior to or during performance of the Services, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM CONTRACTOR'S NEGLIGENCE.**

Such Company's property shall include an oil and/or gas reservoir related to the Work Site and the hole(s) used for drilling and/or producing that is intended to reach an oil and/or gas reservoir related to the Work Site.

- (b) Company will indemnify Contractor and hold Contractor harmless for loss of or damage, howsoever caused, to Contractor's property intended to be incorporated into the Services and located at the Work Site prior to or during performance of the Services, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM CONTRACTOR'S NEGLIGENCE.**

- (c) Notwithstanding other provisions of this Agreement to the contrary, Contractor shall also be responsible and not compensated by Company for:

- 1) any loss of money or securities in the care, custody or control of Contractor which are used or intended for use in performing Services,
- 2) unexplained or mysterious disappearance of any property in Contractor's care, custody or control, or shortage of any property disclosed on taking inventory, or
- 3) theft of property on the part of Contractor, Subcontractors or their employees.

### 15.3 Indemnification for Third Party Damages.

**(a) Definitions.** "Company Group" means any or all of the following: (i) Company, (ii) Affiliates, (iii) their officers, directors, employees, agents, and representatives, and subsidiary and affiliated (including parent) companies, and (iv) officers, directors, employees, agents, and representatives of such subsidiary and affiliated companies. "Contractor Group" means any or all of (i) Contractor and its subcontractors of any tier involved in the Work, (ii) officers, directors, employees, agents, and representatives, and subsidiary and affiliated (including parent) companies of entities in item (i), and (iii) officers, directors, employees, agents, and representatives of such subsidiary and affiliated companies.

**(b) Contractor Group.** Notwithstanding Section 15.3(d) below, Contractor agrees to protect, defend, indemnify and hold Company Group harmless from and against all claims, demands, and causes of action, including attorney's fees, of every type and character, without limit and without regard to the cause or causes thereof, which arise out of or are related in any way to the subject matter of this Contract and which are asserted by or arise in favor of Contractor Group and/or spouses or relatives of members of Contractor Group, due to personal injury or death **WHETHER OR NOT CAUSED BY THE SOLE, JOINT AND/OR CONCURRENT NEGLIGENCE OF COMPANY GROUP AND/OR ANY CLAIM OF STRICT LIABILITY.**

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**(c) Company Group.** Notwithstanding Section 15.3(d) below, Company agrees to protect, defend, indemnify and hold Contractor Group harmless from and against all claims, demands, and causes of action, including attorney's fees, of every type and character, without limit and without regard to the cause or causes thereof, which arise out of or are related in any way to the subject matter of this Contract and which are asserted by or arise in favor of Company Group and/or spouses or relatives of members of Company Group, due to personal injury or death **WHETHER OR NOT CAUSED BY THE SOLE, JOINT AND/OR CONCURRENT NEGLIGENCE OF CONTRACTOR GROUP AND/OR ANY CLAIM OF STRICT LIABILITY.**

**(d) Third Parties.** Company shall indemnify, defend and hold Contractor Group harmless from claims, demands and causes of action asserted against the indemnitee by any third party for personal injury, death or loss of or damage to property resulting from the negligence, Gross Negligence, or Willful Misconduct of Company Group and which arise out of or are related in any way to the subject matter of this Contract; and Contractor shall indemnify, defend and hold Company Group harmless from claims, demands and causes of action asserted against the indemnitee by any third party for personal injury, death or loss of or damage to property resulting from the negligence, Gross Negligence, or Willful Misconduct of Contractor Group and which arise out of or are related in any way to the subject matter of this Contract. However, where personal injury, death, or loss of or damage to property is the result of joint negligence, Gross Negligence, or Willful Misconduct of Company Group and Contractor Group, the indemnitor's duty of indemnification shall be in proportion to its group's allocable share of joint negligence, Gross Negligence, or Willful Misconduct. If either Company Group or Contractor Group is strictly liable under law, the other party's duty of indemnification shall be in the same proportion that its group's negligence, Gross Negligence, or Willful Misconduct contributed to the personal injury, death, or loss of or damage to property for which one or more members of the other group is strictly liable.

**15.4 Insurance and Indemnity Reformation.** If it is judicially or statutorily determined that the insurance required hereunder or the indemnities voluntarily and mutually assumed hereunder exceed the maximum monetary limits permitted under applicable Law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such Law.

**15.5 Gross Negligence and Willful Misconduct.** Notwithstanding anything to the contrary in this Agreement, each party shall bear full responsibility, without limit, for its Gross Negligence or Willful Misconduct attributable to its managerial and senior supervisory personnel and, in no event, will a party be required to release or indemnify the other party for Gross Negligence or Willful Misconduct attributable to the other party's managerial or senior supervisory personnel.

**15.6 Title.** Title to all equipment, materials, supplies and structures procured by Contractor from third parties or supplied by Contractor and incorporated, or intended at the time of the procurement or supply to be incorporated, into the work product of Contractor's Services (excluding Contractor's tools, equipment and rented items) shall pass to Company upon payment therefore by Company or upon delivery to the Work Site, whichever occurs earlier.

### ARTICLE 16 – INSURANCE

**16.1 Minimum Insurance Requirements.** Contractor shall carry and maintain in force at least the following insurances and amounts:

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### **(a) Workers' Compensation and Employers' Liability**

For all its employees engaged in performing Services, workers' compensation and employers' liability insurance or similar social insurance in accordance with applicable Law which may be applicable to those employees.

### **(b) Comprehensive General Liability**

Its normal and customary comprehensive general liability insurance coverage and policy limits or at least \$1,000,000, whichever is greater, providing coverage for injury, death or property damage resulting from each occurrence.

### **(c) Automobile Liability**

Automobile liability insurance covering owned, non-owned and rented automotive equipment with policy limits of at least \$1,000,000 coverage for injury, death, or property damage resulting from each accident.

### **(d) Watercraft Liability**

If watercraft are to be used in performing Services, marine protection and indemnity insurance including coverage for illness or death of seamen providing limits of at least \$1,000,000 for each occurrence with Company named as an additional insured party.

### **(e) Other**

Any other insurance required by Law or any Additional Articles set out in Exhibit C.

### **(f) Additional Insured and Waiver of Subrogation**

Notwithstanding any provision of this Agreement to the contrary, Contractor's insurance policy(ies) described in this Sub-Article 16.1 (b), (c) and (d) above shall: (1) cover Company and Affiliates as additional insureds in connection with the performance of Services; and (2) be primary as to all other policies (including any deductibles or self-insured retentions) and self insurance which may provide coverage. It is further agreed that Contractor and its insurer(s) providing coverage in this Sub-Article 16.1 shall waive all rights of subrogation and/or contribution against Company and Affiliates to the extent liabilities are assumed by Contractor.

### **(g) Insurance Supporting Indemnity**

It is further expressly agreed that Contractor's insurance shall apply to Contractor's indemnity and defense obligations under this Agreement.

### **(h) Self Insurance and Retentions**

It is expressly agreed that the above obligations of Contractor and/or its insurers shall apply to Contractor's self insured retentions and/or deductibles.

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The parties further agree that the minimum insurance requirements as set forth above shall not limit or waive a party's legal or contractual responsibilities to the other party or others.

**16.2 Company Alternatives.** As an alternative and at Company's option and expense, Company may elect to furnish or to arrange for Contractor all or any part of the insurance required in this Article 16. If Company elects this alternative, it shall so state in a notice to Contractor, and the Contractor's compensation shall be reduced by an amount equal to the Contractor's cost of the insurance.

As an alternative and at Company's option and expense, Company may elect to furnish or to arrange for Contractor the insurance that Contractor carries, or to assume the responsibility, for all or any part of the property specified in Sub-Article 15.1(a) and 15.1(b). If Company elects this alternative, it shall so state in a notice to Contractor and the Contractor's compensation shall be reduced by an appropriate amount.

**16.3 Proof of Insurance and Changes.** Upon request by Company, Contractor shall have its insurance carrier(s) furnish to the requester certified copies of the required insurance policies and/or certificates of insurance specifying that no insurance shall be canceled or materially changed while Services is in progress without thirty (30) calendar days prior written notice to the requester.

**16.4 Subcontractors' Insurance.** Contractor shall require any Subcontractors to maintain normal and customary insurance, but shall not require Subcontractors to carry insurance that would duplicate the coverage of the insurance carried by Contractor or Company or that would insure against liability waived by Company. Upon request by Company, Contractor shall have its Subcontractors furnish the same evidence of insurance required by Contractor.

**16.5 Commencement of Services.** Contractor and its Subcontractors shall not begin Services until all of the insurance required of Contractor and its Subcontractors are in force and the necessary documents, if requested by Company, have been received by the requester.

## ARTICLE 17 - GOVERNING LAW AND DISPUTE RESOLUTION

**17.1 Governing Law.** The validity, interpretation and construction of this Agreement and any Order shall be governed by and construed in accordance with United States, State of New York Law, without reference to its principles of conflicts laws and without reference to the UN Convention on Contracts for the International Sale of Goods.

**17.2 Dispute Resolution.** Contractor and Company hereby acknowledge and submit to the sole and exclusive jurisdiction of the courts of Houston, TX.

## ARTICLE 18 - CONFIDENTIAL INFORMATION

**18.1 Contractor's Duty of Confidentiality.** Contractor shall hold in confidence all business and technical information that is made available to Contractor, directly or indirectly, by Company or developed or acquired by Contractor in performing Services under each Order (collectively "Confidential Information"), except:

- a) information which is or becomes, without fault of Contractor, part of the public domain;

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- b) information which Contractor can show was received by Contractor from an independent third party that is under no obligation to Company or any Affiliate regarding the information;
- c) information which Contractor can show was already in Contractor's possession at the time the information was made available to Contractor, directly or indirectly, from Company or any Affiliate.

Additionally, if so required by Law or valid legal or regulatory process, Contractor may disclose Confidential Information, but only following notice by Contractor to Company of the requirement to disclose and reasonable cooperation with any attempt by Company to maintain the confidentiality of such Confidential Information.

**18.2 Contractor's Use of Confidential Information.** Contractor shall not, without the prior written approval of Company as appropriate, use the Confidential Information which Contractor is required to keep confidential hereunder for any purpose other than the performance of Services under an Order.

**18.3 Contractor's Information.** Company shall have no obligation of confidence with respect to any information disclosed to Company by Contractor, and Company shall be free to use or disclose any or all of the information contained in any drawing, record or other document to third parties without accounting to Contractor therefor; unless, however, information is specifically covered by a separate, written confidentiality agreement between Company, as applicable, and Contractor. In the absence of any such separate confidentiality agreement, Contractor shall not place any restrictive notices on any information, no matter the form of its recording that Contractor provides to Company hereunder. If Contractor places any such restrictive notices on any drawing, record or other document, Company is hereby authorized to nullify, remove, or disregard those notices.

## ARTICLE 19 - OWNERSHIP OF INVENTIONS AND DOCUMENTS

**19.1 Ownership of Documents.** Contractor agrees that all tracings, designs, drawings, field notes, requisitions, purchase orders, specifications, computer programs (data files and other software in whatever form), and other documents or records ("Documents") developed by Contractor in connection with any Order shall be the sole property of Company. Contractor shall provide the original and all copies of the Documents to Company when Services are completed or earlier upon Company's written request. Contractor may, with the prior written approval of Company, retain one archival copy of Documents. Contractor shall keep any approved archival copy confidential and shall not use it directly or indirectly in providing any services to any other person or entity or for any other purpose without first obtaining Company's prior written permission. Contractor hereby assigns, and shall require its employees to assign, the copyrights in all Documents to Company.

**19.2 Ownership of Inventions.** If Contractor or its personnel make any inventions, discoveries or improvements (collectively, "Inventions") patentable or unpatentable, resulting from Contractor's activities hereunder, Contractor shall promptly disclose those Inventions to Company in writing. Inventions covered in this Sub-Article shall include those conceived during the term of the Order between Company and Contractor and within one (1) year thereafter. Further, Contractor hereby assigns, and shall require its employees to assign, each such Invention to Company or Company's designee. Contractor also shall require its employees to review and execute such papers as Company or Company's designee requests in connection with any assignment and in connection with the acquisition of letters patent, U.S.

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and foreign, on any Inventions. Any compensation to which a Contractor's employee may be entitled by Law or otherwise for assigning Inventions shall be for Contractor's account.

**19.3 Infringement Notice and Indemnification.** If either Contractor or Company is made the subject of any claim or lawsuit based on the alleged infringement or misappropriation of any third-party patent, copyright, trade secret or other proprietary right by reason of any aspect of the materials or Services provided hereunder, it shall promptly notify the other party in writing. Company shall defend and indemnify Contractor against those claims or lawsuits based on the actual or alleged infringement or misappropriation of any such third-party right by Contractor only to the extent that Contractor's allegedly infringing or misappropriating conduct is expressly required by Company's specification or expressly required in writing by Company. This indemnity shall not extend to conduct of Contractor which is discretionary to Contractor. Contractor shall defend and indemnify Company against all other claims or lawsuits based on the actual or alleged infringement or misappropriation of any third-party right. The indemnities set forth in this Sub-Article shall include, without limitation, all penalties, awards, and judgments; all court and arbitration costs; legal costs; and other reasonable out-of-pocket costs incurred in connection with such claims or lawsuits. The indemnifying party shall have the right to control the defense of any litigation, and to settle or compromise all claims and lawsuits subject to its indemnity. However, the indemnifying party may not settle or compromise such claim or lawsuit without the written consent of the indemnified party if any settlement or compromise (a) requires the indemnified party to part with any property right or interest, assume any obligation or make any payment not indemnified, or (b) subjects the indemnified party to any injunction. Subject to the foregoing, the indemnified party shall have the right, at its option and expense, but not the obligation, to retain advisory counsel to represent its interests in defending any such claim or lawsuit.

If any action results in an injunction against Company with respect to the Services, materials or facilities provided under any Order, Contractor agrees that it shall, at its option and its sole expense, either (1) procure for Company the right to continue using the infringing subject matter, or (2) replace or modify the same so that it becomes non-infringing.

### ARTICLE 20 - USE OF TRADEMARK AND PUBLICITY

Contractor shall not, without the prior written consent of Company: (a) use the name or any trade name or trademark of Company or any Affiliate in any advertising or communications to the public in any format except as necessary to perform Services; (b) make publicity releases or announcements regarding this Agreement, any Order, Services rendered under any Order, or any related activities; or (c) take any photographs, video or other recordings of Company's property. Contractor shall cause its Subcontractors to comply with these requirements.

### ARTICLE 21 - AUDIT

**21.1** Contractor shall maintain and preserve, and shall cause its Subcontractors to maintain and preserve, in accordance with generally accepted accounting practices, accurate documentation and data (including but not limited to written and electronic records, books of account, correspondence, plans, permits, licenses, drawings, payroll records, memoranda, receipts, and documentation of related systems and controls) pertaining to the performance of Services under the Agreement and any Order, as well as any gift or entertainment expenses incurred by Contractor or its Subcontractors pertaining to the Services under the Agreement and / or any Order.



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**21.2** At all reasonable times, Contractor shall permit and shall cause its Subcontractors to permit, employees and agents of Company to have access to its and their offices and work locations to examine, reproduce and retain copies of such documentation and data and to interview Contractors' and Subcontractors' personnel in connection therewith, as necessary for Company to verify and monitor (i) the accuracy and propriety of the price of Services and/or reimbursable costs, (ii) the existence and effectiveness of Contractors' and Subcontractors' business practices, and (iii) Contractors' compliance with the terms of the Agreement. Where Services are billable under fixed rates, Company's auditors shall have sufficient access to those rates to satisfy themselves that Services provided thereunder have not also been separately billed on some other basis (e.g., a reimbursable basis). Company shall not be liable for Contractor or Subcontractor's costs resulting from an audit hereunder.

**21.3** The provisions of this Article shall be applicable during the term of this Agreement and for a period of three (3) years thereafter. If errors or deficiencies are identified by an audit or otherwise, Contractor shall take prompt corrective action and advise Company thereof.

### ARTICLE 22 - BUSINESS STANDARDS AND WORKPLACE HARASSMENT

**22.1 Business Standards.** Contractor shall establish and maintain precautions to prevent its employees, agents or representatives from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans, or other consideration to employees, agents, or representatives of Company for the purpose of influencing those persons to act contrary to the best interests of Company. This obligation shall apply to the activities of the employees of Contractor and its Subcontractors in their relations with the employees of Company and their families and/or third parties arising from the Agreement.

**22.2 Accuracy of Records.** Contractor agrees that all financial settlements, billings, and reports rendered to Company or its representative shall reflect properly the facts about all activities and transactions handled for the account of Company, which data may be relied upon as being complete and accurate in any further recordings and reporting made by Company or its representatives for whatever purpose.

**22.3 Compliance with Law; Export Control.** Contractor agrees and will secure agreement by its Subcontractors to comply with Law in performance under any Order. Notwithstanding anything in the Agreement or any Order to the contrary, no provision shall be interpreted or applied so as to require Company or Contractor to do, or refrain from doing, anything which would constitute a violation of, or result in a loss of economic benefit under, United States anti-boycott and other export laws and regulations.

Contractor acknowledges that the technology, software, services, or commodities provided by Company or its Affiliates, or provided by Contractor to Company or its Affiliates under this Agreement, may be subject to laws or regulations restricting their export, re-export, transfer or release to certain governments, legal entities or individuals and/or to certain destinations, including those laws and regulations administered by the U.S. Department of Commerce (Bureau of Industry and Security) and the U.S. Department of the Treasury (Office of Foreign Assets Control).

With respect to any export, re-export, transfer or release otherwise permitted under this Agreement to persons within Contractor or its affiliates, to Company or its Affiliates, or to unrelated third parties of:

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- (i) such technology, software, services or commodities; or
- (ii) the direct product of any such technology; or
- (iii) any product that Contractor creates with U.S.-origin content that is supplied by Company or its Affiliates; or
- (iv) any technology that Contractor creates that is based upon or commingled with technology provided by Company or its Affiliates,

Contractor will comply with all applicable U.S. government requirements, including export and re-export controls expressed in the U.S. Export Administration Regulations, prohibitions on transactions with or transfers to the governments of, parties located in or operated from, or nationals of countries subject to comprehensive U.S. economic sanctions (in particular, as of the date of this Agreement, Cuba, Iran, and Sudan), and prohibitions on transactions with or transfers to entities or individuals identified on the U.S. government's List of Specially Designated Nationals and Blocked Persons (Treasury Department) and Denied Persons List and Entity List (Commerce Department).

Upon Company's request, Contractor shall provide all relevant Bureau of the Census Schedule B number(s), Commerce Control List Export Control Classification Number(s), and/or U.S. Munitions List Category Number(s) to Company. In addition, Contractor shall subsequently notify Company if any of those numbers or classifications change for any of the goods or services supplied.

**22.4 Business Ethics and FCPA.** For purposes of this Sub-Article, "Official" means and includes:

- a) any officer or employee of any government or any department, agency or instrumentality (i.e., any legal entity controlled by the government) thereof, or any person acting in an official capacity on behalf of any such government, department, agency or instrumentality;
- b) any political party;
- c) any official of a political party;
- d) any candidate for political office; or
- e) any officer or employee of a Public International Organization (e.g., United Nations, IMF, World Bank).

Contractor represents that it has not offered, paid, promised to pay, authorized the payment of, or transferred, money or anything of value to an Official to secure any improper advantage or benefit in relation to the matters contemplated by this Agreement, either directly or indirectly through a third party. Without limiting the generality of Sub-Article 22.3, and in recognition of the principles of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions which entered into force on February 15, 1999, the United Nations Convention Against Corruption, which entered into force on December 14, 2005, and the United States Foreign Corrupt Practices Act, Contractor represents and agrees that it will not, directly or indirectly, in connection with this Agreement and the matters resulting therefrom, offer, pay, promise to pay, or authorize the giving of money or anything of value to an Official, or to any other person while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to an Official, for the purpose of influencing the act, decision or omission of such Official to obtain or retain business related to this

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Agreement, to direct business related to this Agreement to any person, or to obtain any improper advantage or benefit. Contractor represents that no Official or close relative of an Official has any direct or indirect ownership or other legal or beneficial interest in it or any of its affiliates, or in the contractual relationship established by this Agreement or any Order, and that no such Official serves as an officer, director, employee, or agent of Contractor. This representation shall be continuing throughout this Agreement.

Contractor agrees to notify Company promptly and in writing of any changes in its direct or indirect ownership in it or its affiliates that would make it or them an Official as defined in this Agreement. Contractor covenants that should Company notify it of any concerns that there has been a breach of the provisions of this Sub-Article, it shall cooperate in good faith with Company in determining whether such a breach has occurred. If Company determines in its sole discretion that there has been such a breach or that Contractor has taken any action that would create a material risk of liability for Company under any applicable law, it shall be entitled to treat the breach as an event of default and to exercise any rights it may have under its Orders upon the occurrence of an event of default, without regard to any waiting periods or cure periods specified in this Agreement. Contractor further agrees that, in connection with the Services performed under any Order and without limiting the requirements of Article 8 with respect to Subcontractors, it will require its Subcontractors to agree to and comply with contractual provisions substantially identical to those contained in this Sub-Article.

**22.5 Notice of Non-Compliance.** Contractor agrees to notify Company promptly upon discovery of any instance where the Contractor fails to comply with this Article. If Contractor discovers or is advised of any errors or exceptions related to its invoicing for Services, Contractor and Company will together review the nature of the errors or exceptions, and Contractor will, if appropriate, promptly take corrective action and adjust the relevant invoice or refund overpayments.

**22.6 Workplace Harassment.** Contractor's employees, agents, and subcontractors who will perform services for or communicate with Company's and Affiliates' employees, agents, customers, or contractors will not engage in any harassment of Company's and Affiliates' employees, agents, customers, or contractors. The term "harassment" as used in this Sub-Article includes all forms of unlawful harassment based on race, color, sex, religion, national origin, citizenship, age, disability, veteran, or other protected status; as well as all other forms of harassment, which, while not unlawful, are inappropriate in a business setting. If any Contractor employees, agents, or subcontractors who perform services for or communicate with Company's and Affiliates' employees, agents, customers, or contractors have not been informed of the standard of conduct above, Contractor will inform them. Contractor will promptly notify the Company contact for the applicable services of any report or complaint of harassment or of any violation of the above standard of conduct. Contractor will cooperate with Company in any investigation Company may make, including making Contractor employees, agents and subcontractors available for questioning by Company's designated investigators. Contractor agrees not to retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of a report of an incident.

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**ARTICLE 23 - ILLEGAL INFORMATION BROKERING**

**23.1 Warranty and Representation.** Contractor and Company are aware of a practice (referred to in this Article as "Illegal Information Brokering") where certain parties approach contractors, subcontractors, vendors or other suppliers, and offer confidential information or illicit influence in order to obtain business through corruption of competitive bidding processes. Contractor recognizes that the practice of Illegal Information Brokering or any other corruption of the contract award process is not permitted by Company and Contractor warrants and represents that it has not and will not utilize Illegal Information Brokering in connection with this Agreement.

**23.2 Notification.** Contractor agrees that it will promptly notify Company's Materials Manager or Controller if anyone approaches Contractor for the purpose of Illegal Information Brokering concerning this Agreement or any other related business interest of Company. Company undertakes that such notice and any related information provided by Contractor will be treated with the utmost discretion. Company also undertakes that it will handle this Agreement with extra security measures, as appropriate, in order to prevent any contractor, subcontractor or other supplier from gaining any unfair advantage subsequent to such notice.

**ARTICLE 24 - ASSIGNMENT OF AGREEMENT OR ORDER**

Company may assign this Agreement or any Order including all its rights and obligations thereunder to any Affiliate without the consent of Contractor. Contractor shall not assign this Agreement or any Order or any part thereof without Company's prior written approval, which approval shall not relieve Contractor of its obligations under this Agreement or such Order. Any assignment made by Contractor not in accordance with this Article shall be void.

**ARTICLE 25 - DESIGNATED REPRESENTATIVE AND NOTICES**

**25.1 Designated Representative**

- (a) Company's Designated Representative, Ian Fischer, or other such person as may be subsequently designated in writing by Company, shall have authority to act for Company with respect to all matters pertaining to this Agreement.
- (b) Contractor's Designated Representative, [                    (name)                    ], or other such person as may be subsequently designated in writing by Contractor, shall have authority to act for Contractor with respect to all matters pertaining to this Agreement.

**25.2 Notices**

- (a) Notices required by this Agreement shall be in writing and shall be sent by hand or certified mail to Contractor or Company at the respective party's office address set forth below, to the attention of the respective Designated Representative:

Company:

Contractor:

Ian Fischer Branch Manager and Legal Representative ExxonMobil Exploration and Production Romania Limited Nassau (Bahamas) Sucursala Bucuresti Address: Office 2021, 4 <sup>th</sup> Floor, 169A		
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## SERVICES OUTLINE AGREEMENT A2311886

Calea Floreasca, Sector 1, 014472 Bucharest, Romania Tel: +40318602301 Fax: +4031 860 23145 E-mail: i.a.fischer@exxonmobil.com	
--	--

ATTN: Ian Fischer

ATTN: \_\_\_\_\_

The effective date of notice shall be the date the notice is received by the addressee or it reaches the office of the addressee, whichever is earlier.

- (b) Notices required or permitted to be given under any Order shall be given in the manner specified in this Sub-Article 25.2, but addressed to Contractor or Company as specified in the Order, provided that Company may issue oral suspension notices as set out in Sub-Article 13.1. If the Order does not specify the address for one or both of the parties, the address provided in this Sub-Article 25.2 shall be used by the other party.

### ARTICLE 26 - ALCOHOL AND DRUGS

Contractor acknowledges and agrees that it is responsible for and shall ensure that all Services are performed in compliance with any and all alcohol and drug policy set out in Exhibit D.

### ARTICLE 27 - HEALTH AND SAFETY

#### 27.1 Health and Safety Requirements

Contractor shall be responsible for providing a healthy and safe work place and working environment for its employees and Subcontractors during performance within Company's premises under Orders. Contractor shall protect the health and safety of Contractor's, Subcontractors' and Company's employees, the public, and other third parties from any danger associated with such performance. All tools, equipment, facilities and other items used by the Contractor and its practices employed for performance are considered part of the working environment. As minimum health and safety requirements, Contractor shall be responsible for and shall ensure that Services are performed in compliance with Law, Company's Health and Safety policy and site specific requirements. Contractor shall adopt whatever methods, procedures and precautions are necessary to comply with the provisions in this Article. Contractor shall report all accidents, injuries and near-misses promptly to Company, and to government authorities as required by Law.

### ARTICLE 28 - RIGHT OF REMOVAL

Contractor shall promptly remove from any Work Site any employee or agent of Contractor, any Subcontractor or any employee or agent of Subcontractor performing Services under any and all Orders, as Company may for any reason designate. As long as Company's request for such removal is in compliance with applicable Law, Contractor hereby releases and forever discharges and holds harmless Company from any costs, claims, losses, and damages of any kind whatsoever, based on negligence, defamation, wrongful discharge/dismissal or otherwise,

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which Contractor may suffer, sustain, pay or incur as the result of any removal and will indemnify, defend and hold harmless Company against any third party claims based on removals under this Article. However, if Company's request for such removal is determined to be in violation of applicable Law, Company shall not be entitled to the above indemnification.

### ARTICLE 29 - FORCE MAJEURE

Except as specified in this Agreement, neither Company nor Contractor will be held to have defaulted on its contractual obligations to the extent that its performance has been hindered or prevented by force majeure. Force majeure means an unforeseeable, irresistible occurrence without the fault or negligence of the party invoking the force majeure and which such party is unable to prevent or provide against by the exercise of reasonable diligence. The party invoking the force majeure will (i) immediately notify the other party, (ii) make every effort to remedy the cause of non-performance, and (iii) perform the entirety of its obligations as soon as this cause has gone, the other party being released from its contractual obligations until such time as the cause has gone. Contractor shall not have the right to terminate an Order by reason of Company having invoked force majeure.

### ARTICLE 30 - AMENDMENTS

Any amendment to the terms of this Agreement shall only be effective if made in writing and signed by Company and Contractor. Once an Agreement amendment is made, it shall be deemed incorporated as of its effective date for all ongoing and future Orders, unless expressly stated to the contrary in the Agreement amendment.

### ARTICLE 31 - PRECEDENCE

- 31.1 Order Precedence.** If any provision of an Order is in conflict with any provision of this Agreement, the provision of this Principal Document or an Exhibit shall take precedence and govern. Notwithstanding anything to the contrary in this Agreement, an Order may take precedence and govern over a provision of an Exhibit for purposes only of that specific Order as provided in Sub-Article 4.3.
- 31.2 Agreement Precedence.** In the event of a conflict between any terms of this Principal Document and the terms of an Exhibit, the terms of this Principal Document shall take precedence and govern over the terms of the Exhibit. Notwithstanding the foregoing, Additional Articles set out in Exhibit C (if any) that conflict with the terms of this Principal Document shall take precedence and govern over this Principal Document.

### ARTICLE 32 - MISCELLANEOUS

- 32.1 Index - Headings.** The Index to this Agreement and headings and subheadings of Articles are used for convenience and ease of reference only and shall not be used to construe or interpret the provisions of the Agreement.
- 32.2 Severability.** If any provision or portion of this Agreement or any Order incorporating this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of Law, that provision or portion of this Agreement or the Order shall be deemed omitted and the remaining provisions shall remain in full force and effect.

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**32.3 Waiver.** No waiver by a party of a right or default under either this Agreement permitting Company to obtain Services through the issuance of Orders or the contract formed by each Order shall be effective unless in writing. No such waiver shall be deemed a waiver of any subsequent right or default of a similar nature or otherwise.

**32.4 Remedies Cumulative.** The remedies provided for in this Agreement are cumulative and shall be in addition to other remedies available at Law.

### ARTICLE 33 - ACCESS TO COMPUTING RESOURCES AND INFORMATION

Contractor (including, if defined in this Agreement, "Contractor") shall ensure that its access to Company's or any Exxon Mobil Corporation affiliate's (a) computer hardware, software, network, telecommunication facilities, and user identification codes ("Computing Resources"), and (b) data, messages, and transactions ("Information") will be solely for the performance of Services under this Agreement.

1. Contractor shall further ensure that such access will only be in the manner prescribed by this provision, only when such access is necessary for those Services and only by individuals who require access to perform the Services. Contractor will notify Company of each individual requiring access to perform Services under this Agreement and inform Company when an individual no longer requires access. In addition, Contractor shall ensure that each such individual at a minimum complies with the obligations of this Agreement and with any other security and control requirements provided to Contractor from time-to-time by Company's representative. If Contractor discovers any actual or suspected unauthorized use or breach of this clause regarding the Computing Resources or Information, Contractor will immediately report the same to Company. Company may deny access to any Computing Resources or Information belonging to Company at any time. Company may terminate the access rights granted herein in whole or in part at any time and for any reason whatsoever or for no reason, in Company's sole discretion.

In particular, without prior written approval from Company, no individual shall:

- (a) Disclose or share use of any user access codes or passwords associated with the performance of Services or store or maintain user access codes or passwords in a manner which may allow any other user to gain access thereto;
- (b) Access or attempt to access Computing Resources or Information that the individual is not authorized to access, or compromise or disable or attempt to compromise or disable any security protocols or devices on Computing Resources or associated with Information;
- (c) Access, copy, transmit, alter, remove or manipulate (e.g., create, read, email, send, execute, encrypt, decrypt, delete, destroy, modify, reverse engineer, replicate, etc.) Computing Resources or Information unless specifically included in the scope of work for performance of the Services under this Agreement;
- (d) Create, copy, load or install any programs or data onto Computing Resources;
- (e) Connect any non-Affiliate equipment, any wired or wireless transmission or reception device, any storage device, or any other device or equipment, to Computing Resources without authorization; or
- (f) Place into the Computing Resources or Information any program which (i) replicates, transmits, or activates itself without control of a person operating computing equipment on which it resides, (ii) alters, damages, or erases any data or computer programs without control of a person operating the computing equipment on which it resides, (iii) contains any software routines or components designed to permit

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unauthorized access or to circumvent Company's security restrictions or (iv) contains any features that were not specifically designed to allow unauthorized access, but which would still allow such unauthorized access.

2. Where a remote connection to Computing Resources is provided to Contractor, Contractor shall comply with the following additional requirements:

- (a) Contractor shall notify Company of any changes or problems that may impact Computing Resources.
- (b) Contractor shall protect Computing Resources from theft, physical damage, and unauthorized access.
- (c) Contractor shall maintain a traceable one-to-one relationship between the computer/device and network address used to access Computing Resources and Information (e.g., no NATed IP addresses, etc.).
- (d) Contractor shall not monitor or record network traffic for the purpose of capturing Information (e.g., with network packet analyzers, line monitoring equipment, "sniffers," etc.). Where Information is captured or viewed incidental to troubleshooting, such Information shall be treated as Confidential Information in accordance with the terms of this Agreement and destroyed once troubleshooting is completed.
- (e) Contractor shall use up-to-date measures to protect against transmission of viruses and malicious code to Computing Resources.
- (f) Contractor shall connect only Affiliate managed or Affiliate authorized equipment (e.g., notebook, modem etc.) to Company's network.

3. Contractor understands that its access to and use of the Computing Resources and Information is provided solely for Company's purposes, and Contractor shall have no right or expectation of privacy relating to such access or use. Company reserves the right to log and monitor access to and use of the Computing Resources and Information at any time and without any notice. Such monitoring may include inspection for potential breaches of this clause, including use of any of Company's Confidential Information and any other information, data, document, record or computer program.

### ARTICLE 34 - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Contractor and Company, and it supersedes all prior negotiations, representations or agreements, either oral or written, related to the subject matter hereof. Each Order receipt of which is confirmed by Contractor constitutes the entire contract between Contractor and Company for performance of Services under such Order, and it supersedes all prior negotiations, representations, or other agreements, either oral or written, related to the subject matter thereof.



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IN WITNESS WHEREOF, the parties have duly executed this Agreement in duplicate originals as of the day and year first written above.

\_\_\_\_\_

(Contractor)

EXXONMOBIL EXPLORATION  
AND PRODUCTION ROMANIA  
LIMITED NASSAU (BAHAMAS)  
SUCURSALA BUCURESTI for and  
on behalf of EXXONMOBIL  
EXPLORATION AND  
PRODUCTION ROMANIA LIMITED  
(Affiliate)

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Typed or Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# SERVICES OUTLINE AGREEMENT A2311886

## EXHIBIT A

### Geo-Chemistry Analysis & Handling Scope of Work

The planned drilling activities in Romania will occur in Contract "Neptun Block" offshore Romania. The initial phase of drilling activities, expected to include on well in "Neptun Block", should commence in the 4Q of 2011 and last approximately three (3) to five (5) months. The services and quantities listed are estimates only and are not guaranteed. An ExxonMobil representative will communicate the specific services and quantities that the Contractor shall provide along with the date the services will be initiated.

#### 1. Preliminary Sample Quantities:

Analysis Type	Approximate Sample Quantity
TOC	200
RockEval	100
Vitrinite Reflectance	20
Visual Kerogen Description	20
Notes: -Final sample quantities will be determined by ExxonMobil representatives -GeoChemistry analysis will be performed on SWC samples <b>IF</b> acquired during drilling activities -GeoChemistry analysis will be performed on Gas and Formation Water (PVT) samples <b>IF</b> acquired during drilling activities	

#### 2. Analysis of cutting samples:

An aliquot of every cutting sample should be water-washed with detergent to remove drilling mud and dried at room temperature. The remaining portion of unwashed cuttings should be held in reserve for possible future processing. Also cuttings in iso jars should be held in reserve.

##### (a) TOC and Rock-Eval analysis

TOC screening should be performed on **all** cutting samples and selected side-wall cores from non-pay zones. The most prospective source lithology (e.g., dark shales) should be picked (ca. 2 g) from each washed and dried cutting sample. The wells are being drilled with non-aqueous fluid. Therefore, cuttings samples (and side wall cores) are contaminated and results of source potential analyses would be invalid without a further clean-up step prior to these analyses. Cutting samples should therefore be solvent-washed to remove mud contamination. Subsamples from side-wall cores (core chips) may be processed in similar manner. Following clean-up, samples for TOC and Rock-Eval should be dried, pulverized and homogenized. The amount of organic carbon present in the rock samples is to be measured by a combustion technique via a LECO organic-carbon analyzer and the data reported in % TOC of dried rock. TOC screening is to be performed on picked cuttings and side-wall cores (core chips have to be solvent washed as well) as indicated by Company.

Cutting samples (or side-wall core chips) that yield TOC higher than 1.0% should be further analyzed by a Rock-Eval pyrolysis instrument for the S1, S2, S3, and Tmax data (sample number depends on prior TOC analysis; but assume 100 samples per well for Rock-Eval analysis). Because the initial clean-up step removes extractable bitumen, the S1 peak (~ representative of extractable bitumen content) is largely removed. Therefore, the Production Index or Transformation Ratio (S1/S1+S2) cannot

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be used to evaluate extent of kerogen conversion to bitumen. S2 and Hydrogen Index values however should be representative of indigenous source-rock richness after the solvent cleaning step.

### **(b) Vitrinite reflectance and visual kerogen description**

Pending results from TOC screening and Rock-Eval determinations, some of the more organic-rich samples will be selected for vitrinite reflectance (%R<sub>o</sub>) and visual kerogen (VK) determinations including Thermal Alteration Index and Spore Fluorescence Color. Samples will need to be re-picked from the original cuttings to isolate additional material for these analyses. Samples for %R<sub>o</sub> and VK analyses should not be pulverized prior to analyses. Solvent-cleaning (see above) prior to analysis may be beneficial. Whole rock or isolated kerogen preparations are suitable, depending on the experience and protocols of the vendor. In order to develop a well profile, such optical analyses should appropriately be conducted at 50m intervals.

### **3. Analysis of side-wall cores:**

TOC, RockEval, vitrinite reflectance and visual kerogen description should be carried out on suitable lithologies (e.g. dark shales) from side wall core chips if specified by Company (analysis protocol see above).

### **4. Geochemical Analysis (PVT samples):**

To evaluate reservoir connectivity several geochemical analyses need be conducted on the samples. These analyses include:

- Isotope-ratio gas-chromatography mass-spectrometry (IR-GCMS) analysis of associated and non-associated gases
- Gas Composition

Analytical Requirements:

- Gas composition - Quantification of H<sub>2</sub>, H<sub>2</sub>S, CO<sub>2</sub>, N<sub>2</sub>, C1, C2, C3, iC4, nC4, iC5, nC5 and C6+ is to be performed by gas chromatography (GC). Results should be reported both as mole % and ppm. A chromatogram of each individual analysis in a windows-metafile (wmf) format (not bitmapped format) should accompany the results.
- IR-GCMS. Carbon isotope ratio GCMS of the associated and non-associated gases should be run on a continuous flow instrument so that the carbon isotope ratios of C1, C2, C3, iC4, and nC4 as well as CO<sub>2</sub> can be measured with a precision of better than 0.5 ‰. The inlet system should be adequate to concentrate these gaseous low molecular weight components in order to get precise results.

Sample Requirements:

- For gases, 30 cc should be adequate for IR-GCMS of all the major hydrocarbon and non-hydrocarbon, such as CO<sub>2</sub>, components. These should be transported in IATA-certified, pressurized cylinders, not to exceed 1500 psig. Each cylinder should be labeled with filling pressure and temperature to evaluate sample leakage, should it occur.

### **5. Formation Water Analysis (PVT samples):**

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The following analyses are required:

- Record pH upon opening sample at laboratory.
- Ion analysis for:  $\text{Na}^+$ ,  $\text{K}^+$ ,  $\text{Ca}^{+2}$ ,  $\text{Mg}^{+2}$ ,  $\text{Fe}^{+2/3}$ ,  $\text{Ba}^{+2}$ ,  $\text{Sr}^{+2}$ ,  $\text{B}^{+3}$ ,  $\text{SO}_4^{-2}$ ,  $\text{HCO}_3^-$ ,  $\text{CO}_3^{-2}$ ,  $\text{Si}^{+4}$ ,  $\text{F}^-$ ,  $\text{Cl}^-$  And  $\text{Br}^-$  Cations should be analyzed by ICP. Anions should be analyzed by Ion Chromatography (IC). Have laboratory identify method of detection in analysis report. If IC is not available, anion concentrations can also be determined by titration.
- Total Dissolved Solids (TDS) measured by evaporation of a measured quantity of the water sample.
- Note any collected solids, which should be filtered out of the water sample prior to any liquid analysis. Retain solids for analysis.
- Organic acids. Specifically include: formate, acetate, propionate, and butyrate content.

### **6. Sidewall Core Sample Preparation and handling at the wellsite:**

As samples are unloaded from the downhole core catcher, samples are to be photographed and packaged according to global acceptable standards in a fashion suitable for preservation and transport from the offshore rig to URC in Houston or designated vendor. Samples are to be *handled gently*. After samples are extracted from the tool, the lithology of each is described by the wellsite geologist. Samples are then to be photographed and individually wrapped in cellophane and aluminum foil and labeled (samples are to be matched to correct sample depth), placed in canisters provided by Contractor or other supplier, and stored in a protective hard-body transport case. Samples are to be prepared by a company representative with expertise in wellsite sidewall core preparation and handling.

### **7. Preparation and transfer of washed and dried cutting samples and rotary sidewall core plugs from Contractor to ExxonMobil Upstream Research Company in Houston or designated vendor**

Services which include the preparation and transferring of washed and dried cutting samples and rotary sidewall core plugs from the Romanian shore base to the URC in Houston or a designated vendor may be requested.

During the course of the investigation, Contractor shall release its preliminary data, when requested by Company, and support Company during sample selection, and allow Company access to examine all data, when requested.

## SERVICES OUTLINE AGREEMENT A2311886

### COMPENSATION AND PAYMENT

All prices charged for services and materials performed or provided under this Agreement must be contained in this Exhibit. Any variance in the rates or prices charged, or in the services or materials performed or provided must be pre-approved by both parties to this Agreement in writing as an amendment to this Agreement. Contractor agrees not to charge any rate or price or perform any service or provide any materials unless it is contained in this Exhibit. Buyer will not pay any prices or rates charged by Contractor which are not contained in this Exhibit.

***[Prices to be quoted in Currency of Expenditures and should include all Romania taxes]***

1. Drilling Unit: Any unit(s) designated by Company
2. Country of Operations: Romania
3. Start of Operations: On or about 3Q - 4Q 2011
4. Mobilization Site: Constanta, Romania or as designated by Company
5. Demobilization Site: Constanta, Romania or as designated by Company
6. Company's Base of Operations: Constanta, Romania or as designated by Company
7. Company's Helicopter Base: Constanta, Romania or as designated by Company
8. Contractor's Specified Base: As designated by Contractor
  
9. Price Schedule: Geochemistry

***[Please quote all pricing in the format of a table (Column header example is included below: Item, Description, Cost inclusive of all taxes, etc...). Include any provisions that may require a "cost plus X%" reimbursement for expenses not included in the rates].***

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**SERVICES OUTLINE AGREEMENT A2311886**

**(1) ANALYSIS OF CUTTING SAMPLES:**

<b>No.</b>	<b>Service Description</b> (Itemize as needed)	<b>Unit Cost</b>	<b>Number</b>
	Physical picking cuttings of most prospective source lithology		
	Solvent cleaning to remove oil-based mud prior to analysis		
	TOC analysis		
	Rock-Eval analysis		
	Vitrinite Reflectance		
	Visual Kerogen Analysis		
	Sample grinding and homogenization for 40 mesh grain size		

**(2) ANALYSIS OF SIDE-WALL CORES:**

<b>No.</b>	<b>Service Description</b> (Itemize as needed)	<b>Unit Cost</b>	<b>Number</b>
	Solvent-cleaning to remove oil-based mud prior to analysis		
	TOC		
	Rock-Eval		
	Vitrinite Reflectance		
	Visual Kerogen Analysis		
	Sample grinding and homogenization for 40 mesh grain size		

**(3) GEOCHEMICAL ANALYSIS (PVT SAMPLES)**

<b>No.</b>	<b>Service Description</b> (Itemize as needed)	<b>Unit Cost</b>	<b>Number</b>
	Isotope-ratio gas-chromatography mass-spectrometry (IR-GCMS) analysis of associated and non-associated gases		
	Gas Composition		

**(4) FORMATION WATER ANALYSIS (PVT SAMPLES)**

<b>No.</b>	<b>Service Description</b>	<b>Unit Cost</b>	<b>Number</b>
	<b>Formation water analysis TOTAL</b>		<b>1</b>
	Analysis of ions ( Na <sup>+</sup> , K <sup>+</sup> , Ca <sup>+2</sup> , Mg <sup>+2</sup> , Fe <sup>+2,3</sup> , Ba <sup>+2</sup> , Sr <sup>+2</sup> , Ba <sup>+2</sup> , Sr <sup>+2</sup> , B <sup>+3</sup> , SO <sub>4</sub> <sup>-2</sup> , HCO <sub>3</sub> <sup>-</sup> , CO <sub>3</sub> <sup>-2</sup> , F <sup>-</sup> , SiO <sub>2</sub> , and Cl <sup>-</sup> ). Also pH, SG, resistivity, and complete with Stiff diagram per sample.		1
	Resistivity at elevated temperature.		1
	Trace Metals Analysis (Al, Ag, As, Ba, Bi, B, Ca, Cd, Co, Cr, Cu, Fe, Hg, K, Mg, Mn, Mo, Na, Ni, Pb, Sb, Se, Si, Sn, Sr, Ti, V, Zn, Li)- per element.		1
	Hydrogen sulfide (H <sub>2</sub> S), per sample.		1
	Oil content, ppm, per sample.		1
	Turbidity, per sample.		1

**SERVICES OUTLINE AGREEMENT A2311886**

Millipore filtration, per sample.		1
Total suspended solids, per sample.		1
Total dissolved solids (measured), per sample.		1
Insoluble iron content, per sample.		1
Total alkalinity, per sample.		1
Nitrate content, per sample.		1
Nitrite content, per sample.		1
Total Kjeldahl nitrogen content, per sample.		1
Ammonium content, per sample.		1
Silicate content, per sample.		1
Sulfite content, per sample.		1
Sulfate content, per sample.		1
Chlorine content, per sample.		1
CO <sub>2</sub> content.		1
Viscosity. (kinematic viscosity at 3 temperatures as per ASTM D 445) , per sample.		1
Foaming tendency, per sample.		1
Cyanide content, per sample.		1
Fluoride content, per sample.		1
Iodide content, per sample.		1
Total hardness, per sample.		1
Biological oxygen demand, per sample.		1
Chemical oxygen demand, per sample.		1
Sulfate reducing bacteria count, per sample.		1
Bacteriology analysis, per sample.		1
Total phosphorous content, per sample.		1
Orthophosphate content, per sample.		1
Surfactant content, per sample.		1
Total organic content, per sample.		1
Amine content, per sample.		1
Glycol purity, per sample.		1
Particle size analysis, per sample.		1
Scaling tendency, per sample.		1
Water compatibility studies, per sample.		1
Scaling inhibitor screening, per sample.		1
Oxygen scavenger screening, per sample.		1
Corrosion inhibitor screening, unit price per run.		1

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**SERVICES OUTLINE AGREEMENT A2311886**

**(5) SIDEWALL CORE SAMPLE PREPARATION AND HANDLING AT THE WELLSITE:**

<b>No.</b>	<b>Service Description</b>	<b>Unit Cost</b>	<b>Number</b>
	Wellsite Personnel (Wellsite and Travel Time, per day)		
	Sidewall Core Insulated Shipping Containers (one time charge per box/holds 50 Rotaries or 60 Percussion Sidewall Cores)		
	Wellsite Photography Set Up, per day on location		
	Airline Flight for Wellsite Personnel		
	Travel Per Diem, per day		
	Contractor to itemize as needed		

**(6) PREPARATION AND TRANSFER OF WASHED AND DRIED CUTTING SAMPLES AND ROTARY SIDEWALL CORE PLUGS FROM CONTRACTOR TO EXXONMOBIL UPSTREAM RESEARCH COMPANY (URC) IN HOUSTON**

<b>No.</b>	<b>Service Description</b>	<b>Unit Cost</b>	<b>Number</b>
	Contractor to itemize as needed		

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**SERVICES OUTLINE AGREEMENT A2311886**

**EXHIBIT C**

**ADDITIONAL ARTICLES**

**None Required**

**Exhibit D**

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## SERVICES OUTLINE AGREEMENT A2311886

### Contractor Drug, Alcohol and Contraband Policy Requirements

#### 1. Purpose

To insure a safe, healthy, and productive work environment for the employees of Contractor and ExxonMobil and others on ExxonMobil Property, to protect the public, ExxonMobil Property and assets, and to ensure efficient operations, Contractor shall have and enforce a written policy on drugs, alcohol, and other prohibited items that, at a minimum, meets the requirements outlined below ("Contractor's Policy").

#### 2. Definitions

A. *Contractor Personnel* -- any of Contractor's employees, agents, subcontractors or subcontractors' employees working on ExxonMobil Property.

B. *ExxonMobil Property* -- all real or tangible personal property, including facilities, buildings, vehicles, products and equipment either owned or controlled by ExxonMobil.

C. *Third-Party Services* -- services that ExxonMobil has contracted to provide to a third party which services will be performed by Contractor.

D. *Prohibited Substances* -- (1) illicit or unprescribed drugs and controlled substances and mood or mind altering substances, (2) prescribed drugs used in a manner inconsistent with the prescription, and (3) alcoholic beverages.

E. *Reasonable Suspicion* -- a belief based on objective and articulable facts sufficient to lead a supervisor to suspect.

F. *Under the Influence* -- (1) the presence of a Prohibited Substance, or metabolites of a Prohibited Substance in body fluids above the cut-off level established by Contractor's Policy, or other commonly accepted cut-off level and/or (2) the presence of a Prohibited Substance that affects an individual in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty in maintaining balance.

#### 3. Prohibitions

Unless specifically authorized in writing by ExxonMobil, Contractor's Policy and its implementation shall prohibit Contractor and Contractor Personnel from the following:

A. Using, possessing, selling, manufacturing, distributing, concealing, or transporting while on or handling ExxonMobil Property or during performance of Third-Party Services any of the following items:

- i. Any Prohibited Substance;
- ii. Contraband, including firearms, ammunition, explosives, and weapons;
- iii. Illicit drug equipment or paraphernalia.

B. Using or possessing while on or handling ExxonMobil Property or performing Third-Party Services prescription drugs or over-the-counter medication that may cause impairment except when all of the following conditions have been met:

- i. Prescription drugs have been prescribed by a licensed physician for the person in possession of the drugs.
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## SERVICES OUTLINE AGREEMENT A2311886

- ii. The prescription was filled by a licensed pharmacist for the person possessing the drugs.
  - iii. The individual notifies their supervisor that they will be in possession of or using, impairment-causing prescription drugs or over-the-counter medication and appropriate steps are taken to accommodate the possibility of impairment, including but not limited to, removal from work for the period of possible impairment.
- C. Being Under the Influence of Prohibited Substances while performing any work for ExxonMobil.
- D. Switching or adulterating any urine, blood or other sample used for testing.
- E. Performing work for ExxonMobil if that person has tested positive, or refused testing, in any employment-related test except that Contractor Personnel seeking access to ExxonMobil Property may be considered if the positive employment-related test in question was an initial pre-employment test administered more than twelve months before and the employee will not perform in a designated-like position. The prohibition in part 3(E) will not apply to Contractor Personnel seeking access to ExxonMobil Property for low-exposure positions whose employment-related positive test did not occur during employment on ExxonMobil Property or work.
- F. Upon request Contractor will certify in writing that it has enforced all provisions of Paragraph 3.
- G. Contractor personnel are not eligible to be assigned to work for ExxonMobil, or to access ExxonMobil property, while they are prescribed, or are otherwise taking, any medication or controlled substance (prescribed or over the counter) that is known to cause impairment. An exception to this prohibition may be granted based on Contractor's written certification to ExxonMobil that a fitness for duty evaluation has been conducted by a licensed health care professional, to assess the individual's ability to work in a safety sensitive environment (i.e. offshore platform or other operating, mechanical or construction area) while under the influence of such medication. Contractor's certification must confirm that the health care professional expressly cleared the individual to work in a safety sensitive environment. The certification must also set forth any restrictions or accommodations that are necessary in relation to the use of such medications in a safety sensitive environment.

Similarly, Contractor must determine, and report to ExxonMobil any individual (s) who are prescribed a controlled substance or impairment causing medication during the course of an ExxonMobil work assignment. Personnel so identified are not eligible to continue working for ExxonMobil and will be immediately removed from ExxonMobil work and ExxonMobil property. When personnel are no longer prescribed any controlled substance or impairment causing medication, they will be allowed to return to ExxonMobil and have access to ExxonMobil property provided he or she is in compliance with all current contractual requirements as outlined in the contract Exhibit D. The only exception is when contractor certifies in writing to ExxonMobil that a fitness for duty evaluation has been conducted by a licensed health care professional on any individual who is taking an impairment causing prescription or medication, and that fitness for duty evaluation gives clearance that allows the individual to work in a safety sensitive environment (i.e offshore platform or other operating, mechanical or construction area) and what restrictions, if any, must be in place, to accommodate the use of the prescription medication.

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Contractor should, at a minimum, take the following steps to determine if any drug or medication (over the counter or controlled) is potentially impairment causing:

- Refer to the product label (s), insert (s,) and any information or instructions available from the physician or pharmacist to identify any physiological restrictions associated with the use of the prescription drug or medication, and
- Consult with Contractor's licensed health care professional.

#### 4. Searches and Inspections

On ExxonMobil Property ExxonMobil may, at any time, have ExxonMobil supervisors, Contractor supervisors and/or authorized search and inspection specialists, including scent-trained animals, conduct unannounced searches and inspections of Contractor and/or Contractor Personnel and their property; that property may include, but is not limited to, the following: wallets, purses, lockers, baggage, offices, desks, tool boxes, clothing, and vehicles.

#### 5. Testing

##### A. Categories

All Contractor Personnel shall be assigned to one of the following categories based on the individual's job function:

**Comparable-to-Designated:** Has a high exposure to a catastrophic operational incident; has a direct role in operations where failure could result in serious harm to public or employee well-being, company assets, or the environment; and has no direct or very limited supervision available to provide operational checks.

**Safety-Sensitive:** Has a high exposure to catastrophic operational incident and has access to operations where failure could result in serious harm to public or employee well-being, company assets, or the environment.

**Low-Exposure:** Has an indirect role and no access to operations where failure could result in serious harm to public or employee well-being, company assets or the environment.

All positions are "safety-sensitive" unless a position, or positions, is/are identified as "low-exposure" or "comparable-to-designated" in Attachment 1 to this Exhibit. If during the course of this contract, ExxonMobil determines that additional positions require treatment as "low-exposure" or "comparable-to-designated," ExxonMobil may at its sole discretion, after notifying Contractor of a change, or changes, modify Attachment 1. ExxonMobil must confirm the modification in writing.

Contractor shall ensure that alcohol and drug tests are conducted according to the following requirements as defined in Paragraph B below:

<u>Job Category</u>	<u>Reasonable Suspicion</u>	<u>Post-Incident</u>	<u>Pre-Access</u>	<u>Random</u>
Comparable-to-Designated	X	X	X	X
Safety-Sensitive	X	X	X	
Low-Exposure	X	X		

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## SERVICES OUTLINE AGREEMENT A2311886

In addition, executives of Contractor are encouraged to be subject to the same random alcohol and drug-testing program that they require of their employees to demonstrate commitment to a substance-free workplace.

### B. Requirements

#### i. Pre-Access/Annual Testing:

- a. Each Contractor Personnel requiring pre-access testing must have received a negative result on a comprehensive alcohol and drug test within the 12 months preceding that Contractor Personnel's first access to ExxonMobil Property. In addition each Contractor Personnel requiring pre-access testing must have received a negative result on a comprehensive alcohol and drug test in any calendar year in which that Contractor Personnel performs work on ExxonMobil Property. Upon ExxonMobil's request Contractor shall so certify in writing. Contractor shall not send laboratory test results to ExxonMobil.
- b. A single letter certifying negative test results for all Contractor Personnel requiring site access is preferred.
- c. Contractor will provide no information to ExxonMobil identifying individuals who have positive pre-access tests.

#### ii. Random Testing:

- a. Contractor Personnel requiring random testing must be subject to unannounced and continuous random selection and testing for Prohibited Substances while performing work for ExxonMobil.
- b. The number of tests randomly conducted during each calendar year must be at least the current United States Department of Transportation (USDOT) required percentage or, where testing is not required by USDOT, at least fifty percent (50%) of the number of Contractor Personnel in the random selection pool.

#### iii. Post-Incident Testing:

- a. If Contractor or ExxonMobil determines from the best information available immediately after a work-related incident that performance of one or more Contractor Personnel contributed to the incident, or cannot be completely discounted as a contributing factor to the incident, Contractor shall remove that/those individual(s) from ExxonMobil Property and surrender his/her/their site credentials to ExxonMobil. For purposes of this part "incident" means an incident that caused personal injury requiring medical treatment beyond first aid administered at the work site, or property damage of more than \$1000, or an incident that carried the potential for serious personal injury or significant property damage.
  - b. An individual so removed will be allowed to return to work on ExxonMobil Property only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from the site, and Contractor certifies in writing the test identification number, the individual's government work identification number (*i.e.*, U.S. Social Security, or equivalent), the test date and time, and a negative test result. On that written certification Contractor will include a consent signed by the individual permitting disclosure to ExxonMobil of the test result. See Attachment 2.
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## SERVICES OUTLINE AGREEMENT A2311886

- iv. Reasonable Suspicion Testing:
    - a. Upon Reasonable Suspicion of Contractor or ExxonMobil that a Contractor Personnel is Under the Influence of a Prohibited Substance while on ExxonMobil Property, Contractor shall remove the individual from ExxonMobil Property and surrender his/her site credentials to ExxonMobil.
    - b. An individual removed from ExxonMobil Property for Reasonable Suspicion will be allowed to return to work on ExxonMobil Property only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from the site, and Contractor certifies in writing the test identification number, the individual's social security number, the test date and time, and a negative test result. On that written certification Contractor will include a consent signed by the individual permitting disclosure to ExxonMobil of the test result. See Attachment 2.
  - C. Contractor's Policy will specify substances, and threshold levels that comply, at a minimum, with the USDOT alcohol and drug testing regulations. Contractor shall adopt collection, chain-of-custody and other related procedures consistent with USDOT testing procedures or sound industry practice. Contractor will include alcohol in any test panel regardless of any lesser USDOT requirement. Contractors that do not have an existing program are strongly encouraged to adopt ExxonMobil's alcohol and drug testing standards.
  - D. Contractor shall use only testing laboratories in the US that are certified by SAMHSA. Contractors outside the US, should only use testing laboratories that are certified by a government agency with equivalent standards to SAMHSA.
  - E. At US locations. Contractor may choose to use an ExxonMobil approved field screen device for post- incident tests only. ExxonMobil has approved the Quest Diagnostics' 6 Drug "Express Results Integrated Multi-Drug Screen Cup," which reflects the current US DOT testing requirements. This device was approved by ExxonMobil after being scientifically validated in a significant field validation study. All field screens will require laboratory confirmation; however, a "negative" field screen result will allow the individual to continue duties pending SAMHSA approved lab confirmation of the field screen result. Prior to adoption of the ExxonMobil field screen device, Contractor must certify, in writing, to ExxonMobil that appropriate controls are in place, and collectors have been trained in the proper use of the field screen device. The approved field screen device may be purchased from Quest Diagnostics at ExxonMobil contracted rates. Contractors may contact the ExxonMobil Account Representative at Quest at 913-895-2549 or [DGXESEXXON@questdiagnostics.com](mailto:DGXESEXXON@questdiagnostics.com) to purchase the approved field screen device.
  - F. At Non-US locations Contractor may choose to use an ExxonMobil approved field screen device. ExxonMobil has approved the Quest Diagnostics' 10 Drug "Express Results Integrated Multi-Drug Screen Cup". This device was approved by ExxonMobil after being scientifically validated in a significant field validation study. This approved device may be used for any type of drug test (i.e. pre-access, post-incident, reasonable suspicion and random). Only those field screens resulting in a non-negative result must be forwarded immediately to a SAMHSA approved (or government agency with equivalent standards to SAMHSA) laboratory for confirmation of the field screen result. Prior to adoption of the ExxonMobil field screen device, Contractor must certify, in writing, to ExxonMobil that appropriate controls are in place, and collectors have been trained in the proper use of the field screen device. The approved field screen device may be purchased from Quest Diagnostics at ExxonMobil contracted rates. Contractors
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## SERVICES OUTLINE AGREEMENT A2311886

may contact the ExxonMobil Account Representative at Quest at 913-895-2549 or [DGXESEXON@questdiagnostics.com](mailto:DGXESEXON@questdiagnostics.com) to purchase the approved field screen device.

### 6. **Non-Compliance**

Any Contractor Personnel found in violation of Contractor's Policy or who refuse to cooperate with the searches and tests included in Contractor's Policy shall be permanently removed by Contractor from ExxonMobil Property and from performing work for ExxonMobil. Contractor must immediately notify ExxonMobil that the individual has become "disqualified under Exhibit D". Contractor will immediately review with ExxonMobil the nature of the work previously performed by the individual. At ExxonMobil's request Contractor shall, at its sole cost and risk, inspect all work in which the individual may have participated, and submit a written report to ExxonMobil that documents the inspection, any findings, and the actions taken to assure all deficiencies have been corrected.

### 7. **Drug Awareness**

Contractor warrants that Contractor Personnel performing work have each been fully informed of the requirements of this Exhibit and Contractor's Policy, and that before beginning work each has signed a written certification that he has been so informed and agrees to be bound by those requirements.

### 8. **Exemptions**

Local ExxonMobil management may, at its sole discretion, grant certain exemptions to Contractor from the requirements of Contractor's Policy. Exemptions are valid only if in writing. No exemption will be construed by Contractor as a promise of any future exemptions. Any exemption granted to Contractor may be revoked by local ExxonMobil management at any time.

### 9. **Special Provisions -- ExxonMobil-Approved Consortium**

Enrollment in, and maintenance of, "active status" in an ExxonMobil-approved consortium that requires pre-enrollment testing and continuously subjects active members to random drug and alcohol testing at an annual effective rate of at least 50% will be recognized as satisfying ExxonMobil's pre-access and random testing requirements. Upon request, ExxonMobil will provide Contractor with a list of all approved consortiums. Contractor may request approval by ExxonMobil of other consortiums.

### 10. **Applicable Laws**

Contractor shall comply with all applicable drug and alcohol related laws and regulations.

### 11. **Audit**

- A. Contractor shall keep records required by this Exhibit available for inspection by ExxonMobil during the term of this agreement and for a period of three (3) years after its termination.
  - B. ExxonMobil shall have the right, at its discretion, to perform unannounced audits of Contractor's alcohol and drug program to verify that Contractor's policy and its enforcement comply with these guidelines.
  - C. At ExxonMobil's request Contractor will provide separate lists of Contractor Personnel (including name and government work identification number) who were eligible for ExxonMobil work on a date specified by ExxonMobil in Safety-Sensitive Contractor Positions or Jobs Comparable to Designated Positions. Upon further request, Contractor will provide ExxonMobil with the following information on each alcohol and drug test conducted for each Contractor Personnel identified by ExxonMobil from those lists:
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## SERVICES OUTLINE AGREEMENT A2311886

- 1) date of and type of test (e.g. random, pre-access)
- 2) laboratory chain-of-custody identification number and/or test number.

Contractor will obtain an agreement from any consortium, specimen collection service, laboratory and/or Medical Review Officer providing drug/alcohol testing services under this agreement that upon submission by ExxonMobil of a list, or lists, of Government Work Identification Numbers, chain-of-custody ID numbers and test dates: 1) the laboratory will verify that the tests were conducted as represented; and 2) the laboratory and/or Contractor Medical Review Officer will provide a sworn statement that each of the tests identified by ExxonMobil were confirmed as negative or that it/he/she cannot so swear.

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**EXHIBIT D**  
**CONTRACTOR DRUG, ALCOHOL AND CONTRABAND POLICY REQUIREMENTS**

**Attachment 1**

**Job Categories and Exemptions**

All Contractor Personnel will be working in Safety Sensitive positions except those shown below.

- The following positions and/or personnel will be considered in jobs Comparable to ExxonMobil "Designated":

• Boat Captain/First Officer	• Helicopter/Fixed Wing Aircraft Pilots
• Offshore Installation Manager (OIM)	• Toolpusher/Tourpusher
• Staff Contractor working in a designated position	

- The following positions and/or personnel will be considered in jobs that are Low Exposure:

• Site Maintenance personnel	• Visitors / Consultants / Trainers
• Inspectors	• Catering Staff
• Sales Personnel / Vendors	• Delivery personnel
• Utility Welders (Non-code certified)	

ExxonMobil management has approved the following exemptions from Contractor's Drug and Alcohol requirements:

○

○

**EXHIBIT D**  
**CONTRACTOR DRUG, ALCOHOL AND CONTRABAND POLICY REQUIREMENTS**

**Attachment 2**  
**Contractor Reasonable Suspicion / Post-Incident Disclosure Consent and Certification**

_____	_____	_____
Contractor Personnel Printed Name	Social Security Number	Test ID #

**Consent and Authorization for Disclosure to ExxonMobil of Drug Test Result and Related Information**

I hereby **consent to disclosure** by Contractor and its agents, including, but not limited to, any collecting and testing agencies, of the test result identified above and any related information to ExxonMobil and/or ExxonMobil authorized agents, assigns or representatives.

\_\_\_\_\_  
Contractor Personnel Signature

\_\_\_\_\_  
Date

**Certification for Return to Work**

**Section 1 - Early Return Alcohol & Drug Screen Certification** ( For Post-Incident Testing Only)

\_\_\_\_\_ certifies that the individual shown above was tested using an approved drug and alcohol  
(Contractor)  
screening process on \_\_\_\_\_ at \_\_\_\_\_ and that the result of that test was negative. The individual is  
(date) (time)  
therefore eligible to return to work pending result of required laboratory test.

\_\_\_\_\_  
Authorized Contractor Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Date

**Section 2 - Certification of Laboratory Test Result**

\_\_\_\_\_ certifies that the individual shown above was tested on \_\_\_\_\_ at \_\_\_\_\_  
(Contractor) (date) (time)  
and that the result of the required laboratory alcohol and drug test was negative.

\_\_\_\_\_  
Authorized Contractor Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_ Title

\_\_\_\_\_ Date

**Contractor Instructions:** Fax or send a copy of this form to ExxonMobil at the work site when the disclosure consent and Section 1 of the certification have been completed. Deliver the completed original to ExxonMobil when Section 2 of the certification is completed.

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## EXHIBIT E

### INVOICING PROCEDURES

#### 1. GENERAL: INVOICING PROCEDURES

This Exhibit E sets forth several invoicing and payment methods for Goods or Services.

**Unless otherwise stated in Exhibit B (Compensation) of this Agreement or the Order, Company's payment terms are thirty (30) days after receipt of a correct and complete invoice (duly stamped, where applicable). Complete invoices must meet all requirements noted below. If an invoice is incomplete, Company may return the invoice wholly or partially unpaid.**

Contractor will set out on the invoice the name of the Company and its registered address, as set out below:

EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED NASSAU (BAHAMAS) SUCURSALA BUCURESTI

4<sup>th</sup> Floor, 169A Calea Floreasca, Offices 2021-2022, 2024-2026, 2028-2032  
Bucharest Floreasca Plaza, District 1,  
Bucharest, Romania

Contractor will send the original paper invoice to the Company at its mailing address, details of which are set out below:

EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED NASSAU (BAHAMAS) SUCURSALA BUCURESTI

4<sup>th</sup> Floor, 169A Calea Floreasca, Offices 2021-2022, 2024-2026, 2028-2032  
Bucharest Floreasca Plaza, District 1,  
Bucharest, Romania

**ATTN: Accounts Payable**

Contractor shall follow the steps below in preparing and sending the invoice to Company:

- A. Send only one original invoice to Company which must be prepared in any official European language. Contractor shall also provide the requisite translation(s) so that the Company shall have an English language version of the original invoice as well. Bilingual versions (Romanian and e.g. English) are also accepted.
  - B. The Company's registered address must appear on the invoice, as stated above.
  - C. The invoice must be sent to the Company's mailing address as indicated above.
  - D. The invoice shall be denominated in the currency of payment as specified in Exhibit B. However, if the invoice includes Romanian VAT, this amount shall be indicated in Romanian currency.
  - E. The invoice must include a unique invoice number or a reference number and the issuance date of the invoice.
  - F. The invoice must include the time period during which any Goods were shipped or any Services
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were performed.

- G. The invoice must clearly state any payment terms set forth in the Agreement or Order.
  - H. The invoice must contain the correct remittance address, including ZIP code, or EFT routing information (bank name and account number, SWIFT or ABA Code, IBAN Number) if the payment is to be made by ACH or wire.
  - I. The invoice must include Contractor's complete name as it should appear on Contractor's remittance. .
  - J. The invoice must include the VAT identification number of the Contractor.
  - K. The invoice must include the VAT identification number of the beneficiary.
  - L. The invoice must include the name, address and VAT identification number of the fiscal representative if the beneficiary is registered in Romania for VAT purposes through a fiscal representative.
  - M. The invoice must include Contractor's Telephone number, Fax number and Contact Name.
  - N. The invoice must include Agreement/Order number; if charges are for freight Contractor shall reference the appropriate Order number.
  - O. The invoice must include a Company contact name.
  - P. The invoice must include any account coding provided by Company.
  - Q. The invoice must contain all information as required by Romanian tax laws.
  - R. When Services are rendered, the following shall be noted:
    - 1. The invoice must show any labor hours expended and a description of the Services provided.
    - 2. Legible support, such as timesheets for Services, must be signed by a Company representative and attached to the invoice (see more detail below).
    - 3. Any specific Goods and equipment charges must be identified (see more detail below).
    - 4. The invoice must show any other specific information required by the Order.
  - S. Services invoices or support for labor charges shall include the worker's name, classification, and straight and overtime hours. Labor categories and rates must correspond to those included in Exhibit B of this Agreement.
  - T. For invoices resulting from a Goods Order:
    - 1. The invoice quantity (quantity may be less for partial shipments), price and unit of measure must match those on the Order and include a physical description of the Goods (i.e. "valve" instead of just a part number).
    - 2. When freight charges are not included in the Goods price, or subsequent freight charges are incurred, in accordance with Exhibit B of this Agreement.
      - S.2.1 Contractor shall advise Freight Company to send original freight bill to Company referencing Order No., or
      - S.2.2 In the instance of prepaid freight, Contractor must submit a paper invoice referencing the Order number along with appropriate documentation and the original freight invoice to expedite payment processing.
      - S.2.3 In case of imported materials, the invoices must comply with the agreed Incoterms
    - 3. An invoice shall not be submitted until the Goods or Services have been received by the Company and shall not be dated until after such time as the Goods or Services have been received.
    - 4. Substitute items shall not be invoiced until the original Order has been changed to reflect the substitution.
  - U. Charges for Goods or Services from third parties shall be supported by field receiving documents,
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acknowledged by a Company representative and supported by a copy of the Contractor's purchase order and an invoice from the third party supplier. Invoices must contain support documents for freight charges.

- V. Any applicable markup for material supplied by Contractor and included in Exhibit B of this Agreement shall be listed as a separate line item on the invoice.
- W. Charges for rented equipment shall be accompanied by approved daily time records listing the equipment type and size and the hours utilized. This cost must be supported by a copy of the Contractor's rental agreement and an invoice from the rental supplier. The applicable markup allowed for this type of equipment, as included in Exhibit B of this Agreement, shall be listed as a separate line item.
- X. The invoiced amount will include separately stated applicable state or local sales or use taxes for which Company has not furnished a properly completed Exemption Certificate. The invoice must specifically state which state and local taxes are so included on the invoice, and Contractor shall properly remit such taxes to the appropriate authorities.

**Note:** Any problems encountered with payment or any questions regarding payment status should be directed to EMPERL – Ian Fischer.

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## **2. SPECIAL OPERATING CONDITIONS**

A). In addition to normal invoicing requirements, all invoices must be submitted as indicated above and be in full compliance with all applicable Romanian legal and fiscal requirements.

Company's obligation to pay any original invoice submitted by Contractor shall be suspended and Company will have no obligation at all to pay such invoice unless and until Contractor has complied with all applicable Romanian legal and fiscal requirements. Any invoice submitted by Contractor not in full compliance with such requirements shall be deemed invalid for the purposes of this Contract.

## **3. BANKING INFORMATION**

Contractor shall be paid by check or wire transfer as specified below:

Contact	Name(s)	Address	Wire X fer Info	Phone / Fax / e-mail
Bank or Account Receivable	Attn: Tel: Fax:		Bank: Bank Address: Acct No.:  Routing Information Swift Number: ABA No:	Tel: Fax:

Changes to the check or wire transfers information as specified above can only be accepted if agreed in writing by both Company and Contractor.

Contractor will be required to provide payment details on the letterhead of the Contractor paper signed by authorized signatories of the Contractor. The information on the form will include the below information and must be faxed or sent by e-mail to the Company at the contact details set out in (2) above:

Name and Address:  
Phone no:  
Fax no:  
Contact name:  
Contact e-mail:  
Bank name and address:  
Bank account no:  
Bank ABA or swift code:  
IBAN No:  
Payment currency:

## **4. FOREIGN EXCHANGE INFORMATION**

Company may elect to pay Contractor as hereinafter provided, in currencies other than *Base Currency found in Exhibit B -Compensation* ("other currency"), for items, the cost of which is incurred by Contractor in other currency and the cost of which is reimbursable hereunder to Contractor by Company, and the amount is not in excess of Contractor's expenditures in such

other currency. Except as provided below, conversion of currencies from or to *Base Currency found in Exhibit B – Compensation* shall be at the applicable exchange rate in effect as follows:

<u>Currency</u>	<u>Applicable Exchange Rate</u>
RON	Converted at the exchange rate (buying rate) of the National Bank of Romania on the previous bank day close of business from the date of the invoice.
Other Currencies	Converted at the applicable exchange rate quoted at the close of business on the date of the invoice, in either: (i) the New York Edition of the Wall Street Journal, or (ii) the London Financial Times.

In the event the New York Edition of the Wall Street Journal and the London Financial Times cease publishing exchange rate information, an alternative publication and/or methodology, as mutually agreed by Company and Contractor, shall be used to determine the applicable exchange rate.

For “Other Currencies”, evidence supporting the exchange rate used must be attached to the invoice.

Subject to Company approval, actual currency exchange vouchers from authorized banks or agencies (e.g. American Express) may also be used to support the exchange rate being used for conversions when appropriate and when attributable to the expenses being incurred by reason of this Agreement.

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Exhibit F  
Jurisdiction

1. Goods imported by the Contractor into Romania for the purpose of the services contemplated by this Agreement shall not be rented out or leased in Romania by the Contractor for any purpose other than performance of this Agreement without the prior written consent of the Company and in compliance with local laws.
  2. Without prejudice to the generality of Sub-Article 22.3 (*Compliance with Law; Export Control*) and Article 18 (*Confidential Information*), Contractor shall handle all and any data received from Company (including data obtained pursuant to Article 33 (*Access to Computing Resources and Information*)) in compliance with all relevant laws (including but not limited to the Romanian law and regulations relating to access to information regarding oil resources and classified information) and Company's instructions relating to the handling, access, and transfer of such information. Contractor shall not transfer any information or data received from Company without Company's prior written consent and where Company provides written consent, Contractor shall comply with any conditions pertaining to such consent.
  3. For purposes of this Paragraph 3, the term "Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject") that is provided or made available to Contractor by Company or an employee of either, in connection with this Agreement or any Order issued under this Agreement. The term "Process" means any and all collection, storage, dissemination, retrieval, destruction or use of Personal Data by Contractor.
- 3.1 With respect to Personal Data, Contractor shall:
- (a) Process and disclose such information only for the purposes expressly stated in this Agreement unless, and to the extent, that Company provides written instructions regarding additional purposes.
  - (b) Not disclose such information to any person, unless required by Law or valid legal or regulatory process as provided below, without obtaining written instructions from the Company.
  - (c) If Company instructs in writing or in the preceding paragraph that Contractor may disclose the Personal Data in whole or in part to Subcontractor(s), enter into written agreements with such Subcontractor(s) that impose restrictions on use and disclosure of Personal Data that are at least as restrictive as the obligations accepted by Contractor under this Agreement.
  - (d) Not knowingly place Company or Company in breach of any requirements of Law or other valid legal or regulatory process.
  - (e) Promptly notify Company of:
    - (i) any legally-binding request for disclosure of the personal information unless such notification is otherwise prohibited by law, such as a prohibition under criminal law, to preserve the confidentiality of a law enforcement investigation,
    - (ii) any accidental or unauthorized access, or
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- (iii) any request received from or on behalf of Data Subjects, without responding to that request unless Contractor has been authorized in writing to do so by Company.
- 3.2 Contractor acknowledges that Personal Data, if any, is provided or made available to Contractor for the purpose of enabling Contractor to perform the Services, and under no circumstances will Personal Data become the property of Contractor.
- 3.3 Contractor further agrees and undertakes:
  - (a) to comply with the requirements of applicable data protection Law, and
  - (b) to maintain technical and organizational processes and procedures that ensure a level of security appropriate to the risks represented by the processing and the nature of the data to be protected to safeguard all personal information received from Company and/or Data Subject from and against any accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.
- 3.4 In the event of any inconsistency between this Clause and any other language in this Agreement pertaining to confidentiality obligations, this Clause will govern.

## **EXHIBIT G**

### **Safety, Health, and Environmental Requirements**

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Contractors shall place equal emphasis on safety, health, and the environment while performing Work for Buyer. Failure to comply with Buyer's safety, health, and environmental requirements is cause for immediate termination of this contract, subject to the discretion of Buyer's Management.

## **I General Safety Specifications**

At ExxonMobil, safety is a core value. No business objective is so important that it will be pursued at the sacrifice of safety. Contractor must comply with all applicable safety requirements which include the ExxonMobil Upstream Safety Manual, EMDC Drilling SSH&E Management Program (SMP) Manual, the site specific Operations SSH&E Plan, and other documents (e.g., Global Glove Guideline, Fabricated Tool Guideline, Man-Riding Guidelines, SSH&E Alerts, Working at Heights Safety Checklist, Knife Injury Prevention Guidelines, etc.) as discussed in work scope and safety meetings as well as industry standards and governmental regulations. Buyer will furnish Contractor a copy of any applicable documents upon request. Adequate time will be provided by Buyer to complete each job in a safe and timely manner. Contractor is expected to communicate this expectation to their employees and subcontractors. Contractor is subject to a safety audit with no advance notice, but no such audit(s) shall serve to shift responsibility for, or control of, safety to Buyer.

### **A. Contractor Responsibility**

Contractor is required to have a safety management system that meets or exceeds Buyer's safety management system. Contractor's safety management system should include but not be limited to, commitment of resources, safety tools and processes, and stewardship of and accountability for the systems results.

### **B. Safety Equipment**

Contractor employees must not report to any work location without proper safety equipment as prescribed by the ExxonMobil Upstream Safety Manual and the EMDC Drilling SMP Manual. Buyer is not financially responsible for providing Contractor employees with the proper safety equipment. At a minimum, hard hats, safety glasses, steel-toe safety shoes, hearing protection and hand protection, as per the Global Glove Guideline, are required. Additional equipment may be dictated by the Operations SSH&E Plan (e.g., double hearing protection, H<sub>2</sub>S monitors, goggles, etc.).

Prior to commencement of Work, Contractor will inspect the Work Site and ascertain whether any health or safety hazards exist. These shall be immediately communicated to Buyer. Contractor is responsible for ensuring employees are equipped with the necessary protective equipment. Whenever Contractor cannot obtain the necessary protective equipment, Contractor will request Buyer's assistance in providing the equipment. Should Buyer provide such equipment, it shall be the sole responsibility of Contractor to inspect and approve it prior to providing it to their employees. If Buyer is unable to provide assistance, then Contractor, at Buyer's discretion, may be required to stop, at no cost to Buyer, the Work for which such protective equipment is needed until such time as it obtains the necessary protective equipment. Contractor will not use equipment of any kind, whether or not furnished by Buyer, which is not safe for the Work Site or the Work to be done.

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### **C. Vehicle Safety**

Vehicle seat belts must be worn at all times when driving on Buyer roads or while under contract to Buyer. Personal vehicles of Contractor's employees are not allowed inside the facilities, other than to drive to designated parking areas. Personal vehicles should be parked in accordance with Work Site parking requirements. All Buyer or lease designated speed limits must be observed. All vehicles and equipment will be turned off while fueling. Fuel storage areas and containers will be properly marked. Vehicles being refueled must not be left unattended. Cellular phone use is addressed in Exhibit R.

### **D. Safety Policy/Meeting Requirement**

Contractor must have an active and visible employee safety and health program that is equal to or exceeds Buyer's requirements. Contractor must review its safety policy and ExxonMobil's Operations SSH&E Plan with all of its employees before they begin Work at Buyer's location. Contractor will fill out necessary orientation forms for all employees prior to reporting for work. All Contractor employees must be given a site specific safety orientation before beginning Work on Buyer property.

Contractor's personnel must attend all Buyer-sponsored safety meetings as directed that are specifically set up for their area. A Contractor management representative may be expected to attend other Buyer safety meetings and workshops as prescribed by EMDC Drilling. In addition, Contractor will hold safety meetings and/or pre-tour safety planning sessions each day before commencing work. Contractor must designate one of its supervisory personnel to be a Safety Contact who will coordinate Contractor's safety program with Buyer's representative. Contractor shall have in place written pre-tour safety plans such as Job Safety Analysis available for inspection by Buyer's representative. All persons involved in the Work to be done will participate in the pre-tour safety plan preparation.

### **E. Incident Management**

Contractor employees must report all incidents (i.e., safety hazards, near misses, motor vehicle accidents, injuries (all Hurts) or illnesses and property damage, etc.) immediately to their supervisor and Contractor supervisor must report to Buyer's Supervisor and follow-up with documentation as prescribed by the EMDC Drilling SMP Manual. Contractor agrees to immediately inform Buyer of any hazardous, unsafe or unhealthy conditions or work practices of which it becomes aware, even if it has no authority to correct. Contractor is expected and obligated to intervene and suspend Work activity, if warranted, to ensure safety and operations integrity.

Contractor must furnish Buyer's representative a copy of incident reports on incidents occurring on Buyer's property, and assist Buyer's representative in completing Buyer's incident report. Contractor will conduct incident investigations including Root Cause Analysis for all work related incidents (including near misses) and provide full reports to Buyer's representative. Contractor will participate in and cooperate with any independent analysis of Contractor's incidents that may be conducted by Buyer.

The status of any follow-up actions as a result of the incident analysis which are the responsibility of the contractor will be communicated to the Buyer's representative until such actions are closed out in a timely fashion.

Contractor will have a written Restricted Duty policy to provide alternate work for injured

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persons capable of those duties with the appropriate medical release. Also, in those incidents requiring off-site medical attention, a Contractor Supervisor or their designate will accompany the injured person to the medical provider to support proper case management.

#### **F. Pre-employment Screening**

Contractor must verify that pre-employment screening has been conducted, with emphasis on the following:

- **Medical History**: Contractor assures that Contractor's and subcontractor's employees are medically fit for the job at hand.
- **Training History**: Contractor assures that Contractor's and subcontractor's employees have been trained in the safe performance of all aspects of the Work and/or situations normally encountered in and around inland and offshore oilfields, including but not limited to safe ingress and egress on offshore platforms. Contractor agrees to provide documentation of completed training upon request by Buyer. Contractor training requirements should meet or exceed EMDC Drilling's minimum safety training requirements (Ref: Contractor Safety Training section of the EMDC Drilling SMP Manual).

#### **G. Supervisor Approval Requirement**

Buyer Supervisor can reject any crewmembers not qualified for the job.

Contractor must obtain prior approval from Buyer Supervisor before changing or substituting personnel working on Buyer jobs. Substitute personnel can come to job sites, but cannot begin work until approved by Buyer Supervisor.

#### **H. Short Service Employee (Applicable to all Contractors)**

Buyer must approve contract employees with less than six (6) months continuous service with their company prior to working on Buyer jobs. It is the responsibility of Contractor to notify Buyer supervisor or designated contact of their intent to use any Short Service Employee (SSE).

Contractor's supervisor is directly responsible for SSEs and for making sure everyone on the job site is aware that SSEs are present. SSEs must be easily identifiable as prescribed by EMDC Drilling (e.g., green hard hat). All personnel should be encouraged to help the SSE and to explain potential hazards before each job.

A Contractor Supervisor/Mentor must provide close supervision and not allow the SSE to perform any task in which they have not been properly trained. Contractor Supervisor or Mentor will review with the SSE any hazards associated with the task and review all emergency equipment and procedures.

To remove an employee from SSE status, Contractor Supervisor must be convinced that the SSE has a working knowledge of both Contractor's and ExxonMobil's Safety Management Systems, and has demonstrated safe work practices and behavior. At that time, if Contractor Supervisor is convinced of the SSE's capabilities, Contractor Supervisor may remove the employee from the SSE process upon receiving acknowledgment from Buyer Supervisor that Buyer does not object to this action.

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### **I. Permitting Requirement**

It shall be the responsibility of Contractor to become familiar with Buyer's accepted Permit to Work requirements. Contractor shall cooperate fully in the use of permits and abide by all rules stated on them. Contractors may use their own permitting process upon Buyer approval provided it meets or exceeds Buyer's accepted procedures.

### **J. Operations Stoppage**

Contractor shall not permit a condition that renders any work environment unsafe for its employees or any other person. All tools, equipment, facilities, and other items used by Contractor and practices employed by Contractor in accomplishing the Work are considered to be part of the working environment. All persons involved in the work to be done will be trained in "Hazard Recognition" and "Last Minute Risk Assessment" (e.g., Stepback 5x5) to facilitate appropriate work stoppages.

Buyer representative will have the right, but not the obligation, to periodically inspect Contractor's operations for the purpose of monitoring compliance by Contractor with Buyer's safety and health requirements. Buyer representative may stop work at no cost to Buyer until all hazards or unsafe conditions noted are resolved.

### **K. Contractor Safety and Health Plan**

Buyer requires Contractor to have a safety and health plan, and submit upon request, consistent with the scope of work. This plan will conform to industry standards and governmental regulations, such as the U.S. Occupational Safety and Health (OSH) Act of 1970 (e.g., 29CFR 1910.1200, 1926, etc.), KK-01-DJM Recommended Practices for Safe Conduct of Onshore and Offshore Drilling Operations in Indonesia, or such legislation as is applicable to the jurisdiction governing the performance of the Work. Contractor's practices and procedures, either written or adopted, will comply with industry standards and local governmental regulations. Contractor certifies that Contractor's safety practices meet the requirements of this Article.

It will be Contractor's responsibility to alert and train Contractor's employees concerning all safety and health hazards to which Contractor's employees may be exposed, and the safety rules or practices that are necessary to avoid those hazards. Contractor shall keep Buyer Supervisor informed of and provide MSDSs for all hazardous materials that Contractor brings on site.

### **L. Subcontractors**

The requirements of this Exhibit are applicable to all subcontractors hired by Contractor to perform Work. Contractor's contract with such subcontractor will provide that subcontractor will be subject to the requirements of this Exhibit.

## **II General Health Specifications**

It is ExxonMobil's policy to identify, evaluate, and control health risks related to its operations that potentially affect its employees, contractors or the public. Contractor's health policy must meet the requirements of ExxonMobil's Health Policy.

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## **A. Employee Medical Requirement**

1. Contractor shall conduct pre-entry (i.e., before deployment to the assigned location) and thereafter biennial medical assessments by an accredited physician to determine fitness for work for employees assigned to work in remote locations. A remote location is considered to be those locations where access to medical care or treatment beyond simple first aid is 30 minutes or longer travel time from Work Site. The assessments shall be conducted at other appropriate times such as return from prolonged sickness, absence or when fitness for work needs to be determined for any other reason. Such assessment shall include the administration of appropriate health questionnaires and a physical examination. The purpose for the medical assessment is to:
  - a. Screen for significant medical conditions, which might require immediate medical treatment (beyond simple first aid) or follow-up, not readily available in a location lacking an adequate medical care infrastructure.
  - b. Ensure at the time of employment/placement that an employee is medically (physically and mentally) fit to perform all duties specified in the job description without undue risk to him/herself or others or Buyer's assets.
2. Contractor shall make travel health medical services readily accessible to each employee. Such services shall ensure appropriate preparations for assigned locations including vaccinations, supply of malaria chemoprophylaxis, personal medical supplies / prescriptions, and education about local/public health risks.
3. Buyer requires Contractor to be financially responsible for medical evacuation coverage (urgent and non-urgent) from internationally recognized medical assistance providers, such as International SOS. Buyer will make available to Contractor its onsite medical facilities and services, where available.

## **B. Malaria Prevention**

In those areas covered by the Malaria Control Program, Contractor shall comply with the requirements specified in Exhibit P - Malaria Control Program.

## **C. Site Occupational Health (OH) Programs**

1. Contractor will be responsible for exposure assessment studies, by generic job classifications. Contractor is responsible for implementing mitigation measures or medical surveillance to protect personnel.
  2. Contractor shall provide Health Training to ensure personnel are familiar with site hazards (Public and Occupational Health) and how they are to be controlled.
  3. The Contractor shall perform health inspections that meet the expectations of the Health Inspection Guidelines. A complete health inspection shall be conducted by the contractor prior to the start of drilling operations, followed by regular (monthly) risk based health inspections. A copy of all contractor performed health inspections shall be maintained at the rig site.
  4. Exposure Assessment and Industrial Hygiene Requirements include but are not limited to the following,
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- a. Setting of Exposure Limits for physical agents and chemical substances by Contractor shall not be less stringent than those set by Buyer for Buyer's own operations.
- b. Contractor must ensure that no employees or employees of subcontractors are exposed to physical agents and chemical substances in excess of the Exposure Limits.
- c. Application by Contractor and subcontractors of the hierarchy of controls for the control of exposures to physical agents and chemical substances is required (i.e., Engineering Controls, Administrative Controls, PPE).
- d. Contractor's compliance with the Industrial Hygiene section of the OH Health Inspection Guidelines (GP 71-01-02) and other Medical and Occupational Health (MOH) Occupational Health Global Practices (OHGPs).

### **III General Environmental and Regulatory Specifications**

It is ExxonMobil's policy to conduct its business in a manner that is compatible with the balanced environmental and economic needs of the communities in which it operates. ExxonMobil is committed to continuous efforts to improve environmental performance and regulatory compliance throughout its operations.

#### **A. Scope**

This section sets forth Buyer's minimum requirements of Contractor environmental and regulatory (E&R) performance of the Work. Contractor shall consider and incorporate in this program, as required or as indicated, all elements of environmental compliance and/or management for area where Work is to be conducted. This may include, but is not limited to, plans procedures or guidelines for managing tracking, auditing, or training with regards to E&R management.

#### **B. Objectives**

The E&R objectives are that the Work is performed:

1. In a manner, that complies with all applicable government regulations, statutes, and permitting requirements.
  2. In a manner, consistent and compatible with Buyer's E&R expectations; this may include the following:
    - a. Conducting the Work in an environmentally sound manner.
    - b. Performance requirements are defined and communicated.
    - c. Personnel are trained, qualified, and able to perform the Work.
    - d. E&R Performance is stewarded, and a system for assessing performance is used which provides feedback for correction of deficiencies.
    - e. Properly managing air emissions, waste, water and other consumables, utilizing acceptable best management practices.
    - f. Management demonstrates E&R leadership and commitment with accountability at all organizational levels to encourage active employee engagement at Work Sites regarding the E&R program.
    - g. Subcontractors/Service Companies seek E&R responsibilities and guidance from Contractor.
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3. In full compliance with applicable Laws and Regulations, and include:
    - a. No issuance of non-compliance notices from governing authorities.
    - b. Contractors have a documented Goal, Mission, or equivalent to achieve "Zero Environmental Incidents".
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## EXHIBIT N

### BACKGROUND CHECKS FOR CONTRACT WORKERS

As described more fully below, Contractor agrees that it will obtain background checks on its employees and agents who perform Security-sensitive Services on the premises of Exxon Mobil Corporation or its affiliates ("ExxonMobil") and that it will also require any parties to whom it subcontracts such work to do the same.

For purposes of this Exhibit, the following definitions and terminology shall apply:

1. "ExxonMobil Premises" shall include any facilities owned, leased, operated, or otherwise controlled by ExxonMobil, joint ventures operated by ExxonMobil, and any other facilities or premises designated by ExxonMobil in writing.
2. "Security-sensitive Services" shall include those services which afford the workers performing the services the opportunity to significantly harm ExxonMobil's assets or employees and which have been designated by ExxonMobil on the Security-sensitive Services List attached to this Exhibit as Attachment A, provided that an Order, if any, issued under this Agreement may add services to, or delete services from, such list for purposes of the particular Order.
3. "Contract Workers" shall include the employees and agents of Contractor and any parties to whom Contractor subcontracts work and the employees and agents of such subcontractors.
4. "Agreement" refers to the Agreement or Contract, as applicable, to which this Exhibit is attached.

Contractor shall obtain background checks on all Contract Workers performing services designated on the Security-sensitive Services List prior to their assignment to perform work or services on ExxonMobil Premises unless ExxonMobil, in its sole discretion, has agreed in writing that a background check is not required for a particular individual or category of Contract Worker or Security-sensitive Services. In the event of such an agreement, ExxonMobil shall have the right to use alternative measures, including but not limited to requiring appropriate identification, limiting areas to which such Contract Workers have access, or escorting such Contract Workers while in ExxonMobil Premises. In addition, ExxonMobil, in its sole discretion, may require background checks for Contract Workers performing other services that it designates as Security-sensitive Services in writing. In such instances, references below to the Security-sensitive Services List shall include such additionally designated positions.

To the extent permitted by applicable law, the background check for any Contract Workers performing services designated on the Security-sensitive Services List must include a criminal record check of county (or its equivalent) records for felony or misdemeanor convictions, deferred adjudications, or no contest pleas (hereinafter "Conviction Record") in all jurisdictions in which the individual has lived or worked during the previous five (5) years. These records must be checked as far back in time as feasible or as permitted by law. Contractor shall be responsible for determining whether a Contract Worker's Conviction Record would be relevant to the services to be performed and shall not assign a contract Worker whose Conviction Record is deemed relevant. In the event that Contractor desires to assign a Contract Worker with a Conviction Record to perform Security-sensitive Services, Contractor shall notify ExxonMobil and shall not assign the Contract Worker unless ExxonMobil agrees in writing to the assignment. In its sole discretion, ExxonMobil may provide guidelines to Contractor regarding certain offenses that shall or may be presumed relevant and others that may not be considered.

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The background check must also include a verification of the individual's social security number and employment history for the previous five-(5) years. In addition, for any positions in which Contract Workers operate ExxonMobil vehicles or transport ExxonMobil employees, a motor vehicle records check must be performed. In the event that the motor vehicle check discloses conviction of one or more serious violations, two or more non-serious violations, suspension or revocation of driver's license, a conviction of driving under the influence of alcohol or controlled substances, two or more preventable accidents, conviction of death by vehicle or conviction of hit and run, those violations or convictions shall be considered a basis for not assigning a Contract Worker to perform services involving operation of ExxonMobil vehicles or transportation of ExxonMobil employees. Where a motor vehicle records check for a Contract Worker contains findings referenced in the previous sentence, and Contractor nonetheless desires to assign such Contract Worker to perform services involving operation of ExxonMobil vehicles or transportation of ExxonMobil employees, Contractor shall notify ExxonMobil of such findings and shall not assign the Contract Worker unless ExxonMobil agrees in writing to the assignment.

If legal requirements and customary practices in non-United States jurisdictions in which this Exhibit is used limit the implementation of the background check program, Contractor will work with ExxonMobil to identify reasonable alternatives to accomplish the intent of this program.

Contractor agrees that it has full responsibility for compliance with all applicable legal requirements regarding privacy rights or the obtaining of background checks and that it will comply with all legal requirements that may apply in the jurisdictions in which the ExxonMobil Premises are located and the background checks are being performed. Contractor also agrees that it has full responsibility for compliance with all legal requirements regarding authorization to work, visas, work permits or any related documentation in any jurisdictions in which Contract Workers are assigned to work and that it will comply with all such legal requirements.

ExxonMobil will make available to Contractor a list of companies or other entities that are generally deemed to be qualified to perform background checks. Contractor is free to identify other companies to perform such checks but must inform ExxonMobil if they are using a company not on the list of companies identified as acceptable. ExxonMobil shall have the right to refuse to rely on checks performed by any company that ExxonMobil, in its sole discretion, deems unacceptable.

Contractor agrees that it will maintain files of background checks obtained and will permit ExxonMobil's representatives to review and audit such files during regular business hours upon ExxonMobil's request.

Contractor further agrees that it has the ongoing duty to periodically update background ground checks every two years and to require Contract Workers to immediately inform Contractor of any felony or misdemeanor conviction, deferred adjudication, or no contest plea arising after the completion or updating of their background check. Upon being informed of a conviction, deferred adjudication, or no contest plea, Contractor will immediately inform ExxonMobil in writing and will discontinue the individual's assignment on ExxonMobil Premises unless ExxonMobil agrees in writing to the continuation of the assignment.

Contractor agrees that by operation of law or valid agreement with Contract Workers, Contractor has the right to obtain any and all information required under this Agreement and to disclose that information to ExxonMobil as provided in this Agreement or upon ExxonMobil's request.

#### **EXHIBIT N**

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**ATTACHMENT A**

**DRILLING ORGANIZATION LIST OF SECURITY SENSITIVE POSITIONS  
EFFECTIVE MARCH 2, 2010**

Within the Drilling Organization, the following positions have been designated as security sensitive. Background checks or approved exceptions must be completed on the individuals filling these positions

• Offshore Installation Manager (OIM)	• Helicopter/Fixed Wing Aircraft Pilots
• Toolpusher/Tourpusher	• Boat Captain/First Officer
• All Staff Contractors	

\*A Staff Contractor is a person who is deployed by an Agency (Supplier) for a defined period based on a skill set to meet EMDC Drilling stewarded workload demands.

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## EXHIBIT R

### CELLULAR TELEPHONE USE

The parties hereto agree that Supplier or Contractor, however referred to in the Agreement, Contract, or Order, as the case may be, to which this Exhibit is attached, shall be referred in this Exhibit as "Supplier." As used herein, "ExxonMobil" refers to Exxon Mobil Corporation and/or its affiliated companies.

Supplier, its employees, agents, and subcontractors shall comply with the requirements set forth in this Exhibit. Supplier shall notify its employees, agents, and subcontractors of the requirements of this Exhibit.

- A. Cell-phones, whether hands-free or hand-held, may not be used during the time Supplier is driving while performing services exclusively for ExxonMobil, regardless of whether the vehicle is owned by ExxonMobil. Without limiting the generality of the foregoing, cell phones may not be used while driving during:
- (i) Travel between sites or locations at which Supplier performs services for ExxonMobil ("ExxonMobil Sites"), regardless of whether such sites are owned or operated by ExxonMobil,
  - (ii) Transportation of ExxonMobil personnel, regardless of whether non-ExxonMobil personnel are concurrently transported, or
  - (iii) Travel to a point of departure, such as an airport, train station, or port, for a trip involving business related to ExxonMobil.
- B. The foregoing prohibition against cell phone use does not apply to:
- (i) The daily commute between the driver's residence and the ExxonMobil Site,
  - (ii) Commutes between an ExxonMobil Site and non-ExxonMobil businesses for which Supplier, its employees, agents, or subcontractors may perform work,
  - (iii) Common carriers,
  - (iv) Private carriers, manufacturers, distributors, and suppliers that transport both ExxonMobil and non-ExxonMobil items in their vehicles,
  - (v) Citizen band and/or two-way radios,
  - (vi) Use while the vehicle is properly parked in a rest area, designated parking area, or other safe location, and
  - (vii) Use of cell phones by passengers if the use is not a distraction to the driver of a passenger vehicle.
-

# **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) - native file -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. **Information regarding the Bidder or Bidder’s constitution in case the Bidder is an Association** *[in original]*
3. **Prospective Business Associates Questionnaire** *[in original]*
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 the 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. Statement concerning the conflict of interest - *[in original]*
  - 4.5. 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/financial reports for the financial years 2009, 2010, to indicate the turnover, the profit and loss account - *[copy]*
  - 6.2. *Auditors Report for financial situations related to 2009, 2010 business years [copy]*
  - 6.3. Statement of turnover for the preceding 2 business years - *[in original]*
  - 6.4. *Third Party Fixed Undertaking to support economic and financial situation of the Bidder (concluded in front of a notary), where applicable – [in original]*
    - 6.4.1. *Eligibility statement - [in original]*
    - 6.4.2. *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]*

**7. Information regarding the technical and professional capabilities**

- 7.1. Statement regarding the main services performed in the last 3 years - *[in original]*
- 7.2. Detailed sheet - Similar experience - *[in original]*
- 7.3. Certificates/documents issued or countersigned on behalf of the beneficiary/client - *[copy]*
- 7.4. Statement regarding the contract part/parts which are to be performed by the subcontractors and their specialization - *[in original]*
- 7.5. *Fixed undertaking to support third party technical and professional capabilities concluded in authentically form, where applicable – [in original]*
  - 7.5.1. *Eligibility statement - [in original]*
  - 7.5.2. *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]*

**8. Information regarding the quality management system**

- 8.1. Registration Certification for the Bidder's Quality Management System, issued by the third party, ISO 9001:2008 certificate or equivalent - *[copy]*
- 8.2. An overview on Management & Controlling System - *[copy]*
- 8.3. Last audit report, if available - *[copy]*

**9. Information regarding the Bidder undertaking in the procedure**

- 9.1. Power of attorney to sign the Bid *[in original]*
- 9.2. Association agreement *[in original]*

**10. Bid submission form *[in original]***

**11. Technical Proposal Form *[in original]*, including**

- 11.1. Statement on Observance the Working Conditions and Health and Safety Procedure *[in original]*
- 11.2. Statement on accepting of the provisions of the Safety, Health, and Environmental Standards to be referred to during contract performance *[in original]*
- 11.3. Duly signed and accomplished declaration form related to Quality Management System - *[in original]*

**12. Financial Proposal Form *[in original]***

**13. Acknowledgement and Intent to Submit a Bid *[in original]***



Bidder's/Association Partner's Legal Name: *[insert full name]*

## GENERAL INFORMATION – Single Economic Operators as Bidder

### 1. Company Information

Full company name :	
Street / Street No. :	
City /zip code :	
Country:	
Telephone No.:	
Fax-No.:	
E-mail:	
Website:	
Registration Number:	
Date of incorporation:	
Authorized Representative:	

### 2. Contact Information / Single point of contact

Name	
Function	

Postal address	
E-mail address	
Phone No.	
Fax No.	

**3. Major Fields of business of the Applicant**

Business Field	Short Description

Bidder's/Association Partner's Legal Name: [insert full name]

**GENERAL INFORMATION – Association of Economic Operators/Consortiums**

Date: [insert day, month, year]

[The following form shall be filled in for the Bidder's parties: partner(s) of an association with the purpose to present together a Bid pursuant to Art 44 from GEO 34/2006 approved with further amendments and supplementing ..]

The sections listed below shall be filled should economic operators intend to form a Consortium

**1. Name and Members of the Consortium**

Name of the Consortium	
Members of the Consortium	

**3. Contact Information / Single point of contact**

Authorized representative of the Consortium, which will act as the single point of contact for the Contracting Authority in all matters related to this Procurement Procedure.

Name	
Function	
Postal address	
E-mail address	
Phone No.	
Fax No.	

**4. Detailed Information on Members of the Consortium**

Member 1

Full company name	
Street / Street No.	
City /zip code	
Country	
Telephone No.	
E-mail	
Website	
Representative	

Member 2

Full company name	
Street / Street No.	
City /zip code	
Country	
Telephone No.	
E-mail	
Website	
Representative	

Member 3

Full company name	
Street / Street No.	

City /zip code	
Country	
Telephone No.	
E-mail	
Website	
Representative	

Member 4

Full company name	
Street / Street No.	
City /zip code	
Country	
Telephone No.	
E-mail	
Website	
Representative	

**5. Major field(s) of business of the members of the Consortium**

*(filled in by each member of the Consortium)*

Member 1

Business Field	Short Description

Member 2

Business Field	Short Description

Member 3

Business Field	Short Description

Member 4

Business Field	Short Description

Bidder's/Association Partner's Legal Name: [insert full name]

### Prospective Business Associates Questionnaire

Background: ExxonMobil Corporation and its affiliates operating anywhere in the world are committed to compliance with all laws that apply to its operations. Depending on the circumstances, certain laws prohibit the Company from providing anything of value to an Official (as defined below) or an immediate relative of an Official in order to secure an improper advantage. In order to make an evaluation to be sure that we comply with these laws, we gather information from prospective business associates. The analysis with regard to a particular prospective business associate will depend on a number of factors which the Company will carefully evaluate. Therefore, we appreciate your assistance in completely and accurately responding to the following questions.

Please provide complete answers to all of the questions below. For any answer requiring more space than is given in this questionnaire, provide the answer on a separate sheet of paper. Please attach all requested additional documentation. Note that the form requests information for yourself (if you are the contracting party), your company, and any person, company or other entity owning an interest in your company or its parent, directly or indirectly, including your ultimate parent company. If your company is directly or indirectly owned by multiple entities or individuals, please provide the requested data for all such owners.

#### 1 Identifying Information

- a) Name of business, company or individual: \_\_\_\_\_
- b) Business Address (principal place of business and address for purposes of communication with the ExxonMobil affiliate, if different from the principal place of business): \_\_\_\_\_
- c) Telephone: \_\_\_\_\_
- d) Fax: \_\_\_\_\_
- e) Telex: \_\_\_\_\_
- f) E-Mail: \_\_\_\_\_

#### 2 Company Background

- a) Business type:  Corporation  Partnership  Sole Proprietorship  Other
  - i) If "other", please describe: \_\_\_\_\_
  
- b) Date and place of company formation (please attach copies of formation documents):  
\_\_\_\_\_

- c) Principal lines of business of company or individual, (please attach any recent reports filed with the regulator of a public stock exchange) and length of time in each line of business:

\_\_\_\_\_

- d) Other locations of business activities:

\_\_\_\_\_

- e) Have you, or your company, or any officer or director of your company, or any of the individuals who will perform the work under a contract with any affiliate of ExxonMobil ever been charged with or investigated for a criminal offense, including money laundering, tax evasion, or bribery? Have any of your shareholders (provided your company shares are not traded on a public stock exchange) ever been charged with or investigated for a criminal offense, including money laundering, tax evasion, or bribery? If so, provide details.

\_\_\_\_\_

### 3 Ownership and Management

- a) If a company, are your shares publicly traded on a stock exchange?  Yes  No. If yes, what percent? \_\_\_\_\_

- i) If yes, please attach a copy of your most recent public filing showing the company's shareholders, partners, or owners; if this filing does not list major (>5%) shareholders, please identify any major shareholders, to the best of knowledge of your company. \_\_\_\_\_

- b) If you are not publicly held, please give the names, nationalities and countries of residence of all of your shareholders, partners, and beneficial owners. Please indicate the exact ownership interest of each person or company listed. (If one or more of your owners is a company, list the ultimate beneficial owner(s) and any intermediate entities or persons owning an interest in that company. Please note that the Questionnaire will be returned as incomplete unless all of the ownership information is included.).

\_\_\_\_\_

- c) Give the names, nationalities and countries of residence of all officers, directors, managers, or other employees with executive or management authority, and the "key employees": who will perform services on behalf of the company under any contract. Please provide this information as well for any company that is the ultimate beneficial owner of your company, and of all employees who will be managing the performance of services under the proposed contract.

\_\_\_\_\_



- d) Do any of the persons listed anywhere in the responses to this Question 3 above hold director, officer or other management positions with other companies, businesses, or entities? If yes, give the name of each company and the title of the relevant position.

\_\_\_\_\_

- e) Please list the names and addresses of any other individual, company or entity that will receive any portion of the payment as a result of participating in any type of partnership, joint venture, subcontract, or alliance with your company in performing the work covered by the proposed contract.

\_\_\_\_\_

4 Relationships with Governments and Public International Organizations.

- a) Definition: "Official" means any agent, officer, or employee (elected, appointed, or career) of (1) a government or any department or agency of a government at the federal, regional or local level; (2) a political party or candidate for political office; (3) any company in which a government holds a substantial ownership interest, including a national oil company; or (4) a public international organization such as the World Bank, the United Nations or the International Monetary Fund.

- b) Are any of the persons listed anywhere in the responses to Question 3 above or any persons with direct or indirect ownership interest in the company or business:

- i) Officials?
- ii) Close relatives of Officials?
- iii) Prior Officials?
- iv) Involved in any business relationship, including acting as an agent or consultant for, or holding common ownership of any business enterprise or partnership with, any Official or close family member of a Official?

- c) If the answer to any part of Question 4 b) is yes, provide details for each such person, including:

- i) full name of Official:

\_\_\_\_\_

- ii) official responsibilities:

\_\_\_\_\_

- iii) dates of service (current or past):

\_\_\_\_\_

iv) for relatives, the relationship:

\_\_\_\_\_

v) for common business interest, the type of business relationship, including the name of any enterprise or partnership, and the nature of any agency agreement:

\_\_\_\_\_

5 References

a) Please list two references (Company name and contact information) for the work for which you are being considered by the ExxonMobil affiliate.

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

[Printed Name and Title] \_\_\_\_\_

**IMPORTANT NOTICE:**

PERSONAL INFORMATION:

- ExxonMobil<sup>1</sup> collects personal information directly from you through the above questionnaire.
- ExxonMobil also collects personal information about you and about your employees, owners and/or business associates. By completing this questionnaire you consent to the information you have provided being used by ExxonMobil for the purposes described below. You should also obtain the written consent of anyone whose information you have included in this questionnaire for its use and transfer as appropriate.

PURPOSES & DISCLOSURES:

- The information is used by ExxonMobil for legitimate business purposes and in connection with a potential business relationship with your company. In particular, it is used to evaluate potential risks which ExxonMobil may be exposed to under the U.S. Foreign Corrupt Practices Act and other anti-bribery laws as a result of entering into a commercial relationship with your company or associated

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<sup>1</sup> ExxonMobil and/or ExxonMobil Affiliates mean (a) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation, (b) any company or partnership in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation now or hereafter, directly or indirectly (1) owns or (2) controls, more than fifty percent (50%) of the ownership interest having the right to vote or appoint its directors or functional equivalents ("Affiliated Company"), and (c) any joint venture in which Exxon Mobil Corporation, any parent of Exxon Mobil Corporation, or an Affiliated Company has day to day operational control

third parties. For this purpose, ExxonMobil<sup>1</sup> shares your information with other ExxonMobil Affiliates if necessary.

- Any ExxonMobil Affiliate<sup>1</sup> receiving and processing this information is expected to do so consistently with the purposes and disclosures description set out in this notice and they will protect such data consistent with applicable policies and laws.
- This processing may occur in another country that may not have been deemed by your country to provide adequate data privacy protection

YOUR CHOICES:

- Your participation is voluntary.
- **By signing at the bottom of this document, you declare that you have the proper authority to disclose the relevant information and that you consent to the processing as described above accepting that such collection, storing or other processing may be conducted by a third party or may occur in another country.**

HOW TO REACH US:

- For any questions contact your Procurement contact.

I understand how the personal information content in this questionnaire will be used and I consent to the use, transfer and disclosure of the information for the purposes and disclosures described above.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

[Name and Title] \_\_\_\_\_

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 the Contracting Authority reserves the right to require, for the purpose of verifying and confirming my statements, any evidences I may possess.

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 the 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 Romanian 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 procedure for the award of Services contract concerning ..... [insert title/ object of Contract], organized by ExxonMobil, 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 ExxonMobil should any modifications intervene in the present statement, at any time during the procedure or the frame agreement.

4 I also hereby declare that provided information are complete and correct within all details and understand that ExxonMobil 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 ExxonMobil, 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 Romanian 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. 69<sup>1</sup> of the Government Emergency Ordinance no. 34/2006 regarding the award of public procurement 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 ExxonMobil, as Contracting Authority, no. .... [Insert the contract notice no] from ..... [Insert the contract notice date] hereby certify that the information contained are 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 nominated to submit the bid, in its entire form and content;
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 agreements 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.

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]

<b>Annual overall turnover data</b>		
<b>Year</b>	<b>Amount and Currency</b>	<b>USD equivalent</b>
[indicate year]	[insert amount and indicate currency]	[insert amount in USD equiv.]
Average Annual Turnover *		

<b>Result (profit before taxes/loss)</b>		
<b>Year</b>	<b>Amount and Currency</b>	<b>USD equivalent</b>
[indicate year]	[insert amount and indicate currency]	[insert amount in USD equiv.]
Average Result (profit before taxes/loss) *		

I, the undersigned, hereby declare that I am aware of the provisions of art.292 „False statement” in the Romanian 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 ExxonMobil 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 ExxonMobil 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
[indicate month/year]	[indicate month/year]	Contract name: [insert full name] Address: [indicate street/number/town or city/country] Role of Bidder: [insert "Contractor" or "Subcontractor"] Brief Description of the services performed [briefly describe performed services] Amount of contract: [insert amount in USD equivalent] CPV Code: [insert CPV code]

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 sub Contractors]

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]		USD [insert total contract amount in USD 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 USD 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 USD in words and in Figures]		
2. Physical size	[insert physical size of activities]		
3. Complexity	[insert description of complexity]		
4. Other Characteristics	[insert other characteristics you consider to be relevant]		

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 Romanian 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 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 ExxonMobil 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 ExxonMobil ..... [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 Romanian 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**

Date: [insert day, month, year]

**To: EXXONMOBIL EXPLORATION AND PRODUCTION ROMANIA LIMITED NASSAU (BAHAMAS) BUCHAREST BRANCH**

After examining the Bidding Documents and associated addenda no [insert as appropriate]; and after developing a full understanding of the Scope of Work requirements, we, the undersigned, undertake to commence, execute and complete the contract in accordance with the Bidding Documents and our attached Technical Proposal for the price specified in our Financial Proposal.

We, the undersigned, hereby declare that 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.

- i. 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:
- ii. 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.
- iii. Should our offer be accepted, we undertake to perform as stipulated in the contract
- iv. We accept that:
  - a) Contracting Authority 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 contract.
  - b) Contracting Authority 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 Contracting Authority bear liability for any damages arising out of the aforementioned cases and we shall indemnify and hold Contracting Authority harmless in such event.

Our Bid is submitted on behalf of the following\*:

\_\_\_\_\_ 

<b>Name(s) of Bidder(s)</b>
-----------------------------

\* **Note:** All blank fields must be completed by the Bidder or by the Bidder's Representative.

<b>Leader</b>	
<b>Member of association 2*</b>	
<b>Member of association 3 *</b>	
.....	

\* 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)

Signature of Bidder or .....  
of Bidder's Representative  
Name of signatory .....  
Capacity of signatory .....



## TECHNICAL PROPOSAL FORM

Date: [insert day, month, year]

### Geochemical Service Laboratories – Questionnaire

The following questionnaire is designed to evaluate the qualifications of geochemical service laboratories to provide good quality analytical data to ExxonMobil. Please respond to the following questions.

#### **I. Background Information**

1. How many years of industry experience does your company have?
2. Provide a list of your typical customers.
3. List the latest five projects on which your company has worked on and include:
  - (a) Name of each project
  - (b) Number and type of samples (e.g., rock, oil, gas)
  - (c) Type of analytical work
  - (d) Time frame to complete the project, and,
  - (e) \$ volume of each project.
4. Provide a list with the types of geochemical analyses routinely done by your company.

#### **II. Prior Work Relationship with ExxonMobil**

1. Have you ever performed any geochemical analyses for ExxonMobil? If yes, please provide information regarding the corresponding project, the type of analyses, and the time frame.

#### **III. Analytical Information**

##### **A. TOC and Rock-Eval Analyses:**

1. How do you tackle sample contamination by oil-based drilling mud?
2. To what size do you grind rock samples?
3. How many blanks do you analyze before or during the running of a set of samples?
4. How many laboratory standards do you analyze with each analytical batch of 20 or fewer samples? What is your sample: standard ratio?
5. Do you use different laboratory standards? If yes how many?
6. What are the standards "known" values for TOC and Rock-Eval analyses?
7. How do you evaluate whether or not a standard analysis is within acceptable range?
8. How often are laboratory duplicates run?
9. When do you run the standard reference materials, duplicates and blanks?
10. How often do you check the calibration and accuracy of your balances and weights?
11. Does an independent source/agency verify the calibration and accuracy of your balances, weights, etc? If yes, how often?
12. How do you determine TOC (LECO vs. Rock-Eval)?
13. Do you acidify each sample to remove carbonate carbon prior to TOC and Rock Eval analyses?
14. What is your turnaround time and delivery of data, results and reports for 50, 100, or 200 samples?

15. What type of pyrolysis instrument do you use (e.g., Rock-Eval2, Rock-Eval 6, Source Rock Analyzer)?
16. Do you provide pyrograms for each sample?
17. Provide an example of a result report.

**B. Vitrinite Reflectance and Visual Kerogen Description:**

1. Provide detailed description of method for visual kerogen description and vitrinite reflectance measurements?
2. How many organic petrologists do you use and what is their experience level? Are they accredited?
3. How many individual vitrinite reflectance measurements do you attempt per sample?
4. Do you perform analyses on whole rock and/or kerogen?
5. Provide detailed description of preparation methods for whole rock and kerogen isolation, including preparation of strewn slides.
6. Do you use a rotating stage to determine Ro max?
7. Do you routinely provide histograms and standard deviations?
8. What is your turnaround time and delivery of data, results and reports?
9. Provide an example of a result report.

**C. Formation Water Analysis:**

1. Describe your procedure for sample handling.
2. What is/are the method(s) used for cation analysis?
3. What is/are the method(s) used for anion analysis?
4. What is/are the method(s) used for total dissolved solid analysis?
5. How many laboratory standards do you analyze with each analytical batch of 20 or fewer samples? What is your sample: standard ratio?
6. Do you report the detection limits of the ions you analyze?
7. What is the turn-around time for water analysis?
8. Provide an example of a result report.

Bidder's/Association Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

**Statement on Observance of Working Conditions and Health and Safety Procedure**

I, the undersigned, empowered representative of..... *(name/address of bidder submitting the Bid)*, hereby solemnly declare, under the sanction of being excluded from this bidding procedure and those applied for false declarations in public documents, that:

1. We have observed during preparation of our bid, the legal provisions concerning Working Conditions and Health and Safety, at national level.
2. We, as Contractor, shall observe during contract performance, the legal provisions concerning Working Conditions and Labour Protection, at national level and shall ensure that all such provisions shall be made mandatory for all our Sub-Contractors.
3. . We, as Contractor, shall observe during contract performance, all practices concerning Working Conditions and Health and Safety, currently used within the Contracting Authority, including Code of Conduct of the Contracting Authority and shall ensure that all such provisions shall be made mandatory for all our Sub-Contractors.

Also, I declare that I am aware of the provisions of art. 292 „False statement” in the Romanian 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».

Date   /  /  

.....

*(signature)*,

I, hereby as ..... legally authorised to sign on behalf of ..... *(name of the bidder)*

Bidder's/Association Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

**Statement on Accepting of the Provisions of the Safety, Health, and Environmental Standards**

I, the undersigned, \_\_\_\_\_, representative authorized to sign for the Bidder,  
\_\_\_\_\_,  
(company name and registered offices)

aware of my responsibilities, hereby

**D e c l a r e**

- that we accept the provisions of the Safety, Health, and Environmental Standards to be referred to during contract performance.

Signature:

\_\_\_\_\_  
*[a person or persons authorized to sign on behalf of the Bidder]*

Bidder's/Association Partner's Legal Name: *[insert full name]*

**DECLARATION**

I, the undersigned, \_\_\_\_\_, representative authorized to sign for the Bidder,  
\_\_\_\_\_,  
*(name and address of the Bidder submitting the Bid)*

aware of my responsibilities, hereby

**D e c l a r e**

- that we operate an integrated Quality Management & Controlling System as documented in the attached presentation. This integrated Quality Management & Controlling System integrates all of an organization's systems and processes into one complete framework and provides a clear, holistic picture of all aspects of the organization, how they affect each other and their associated risks and covering the following six requirements: Policy, Planning, Implementation & Operation, Performance Assessment, Improvement and Management Review.

Signature:

\_\_\_\_\_  
*[a person or persons authorized to sign on behalf of the Bidder]*

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: Details of price (Section C - Exhibit B)
- 2) FIN - 2: Commitments regarding commercial conditions (Section C - Exhibit B)

The content of each form is presented below.

- 1) **FIN - 1: Details of price**

- 2) **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.*

Bidder's/Association Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

**Acknowledgement and Intent to Submit a Bid**

We hereby acknowledge receipt of your Invitation to Tender for the subject project Geo Chemistry – Cuttings Analysis Services complete with all documents contained therein.

We intend to submit an Application.

Yours truly,

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_