

**REQUEST FOR EXPRESSION OF INTEREST  
TENDER PROCEDURE  
FOR AWARD OF CONTRACT TITLE: ENGINEERING SERVICES FOR THE PROJECT:  
CONSTRUCTIONS, FOUNDATIONS, BUILDINGS, METAL STRUCTURES AND RELATED WORKS  
FOR THE INSTALLATION OF AN ELECTRIC MAIN AIR BLOWER DRIVER AT OMV PETROM S.A.  
PETROBRAZI**

**Reference No.: 342/08.05.2026**

OMV Petrom SA intends to conclude a contract for **Engineering Services**, required for the Project above-referenced, as result of developing a qualification and selection, and a subsequent Technical and Commercial Tendering opened only to selected Candidates.

The Scope of Work / Terms of Reference covers all engineering activities related to the pre-Front End Engineering Design (pre-FEED) study, as well as the technical definition of the scope for Long Lead Items (LLI) package(s) to be developed under the Project.

The Contract which will result from this sourcing exercise, resulting from this procedure is “stricto sensu” a Contract and therefore include requirements related to services to be performed within the Contract and explicitly shall include detailed work scope terms (such as duration of the services, relevant quantities) which shall be established under the Contract.

**DESCRIPTION OF THE PROJECT SCOPE**

The Engineering Contractor shall manage all activities related to pre-FEED as well as the technical definition of the scope for LLI package(s) in accordance with specified standards/ norms/ specifications/ procedures/ scope of work and agreed time schedule.

The Scope of the project consists in the modification of Petrobrazi Refinery’s steam, condensate, power production and water makeup system to accommodate a new electrical driven blower in FCC unit and the effects of future or already in development projects with impact on those systems.

**Region:** RO 31 - Sud – Muntenia

**Petrobrazi Refinery**, area 2 cadastral number 20287, No. 65 Trandafirilor Street, Brazi, Prahova County.

**I. Information related to the Procurement Process**

The procurement process shall be conducted through two Stages:

- **Submission of Expression of Interest and selection of Candidates through application of qualification and selection criteria (Stage I)** followed by
- **Submission of Bids by the Selected Candidates, evaluation of Bids, clarifications and applying the award (Stage II).**

**II. The Stages of this Procurement Procedure**

(1) **Stage I: Submission of Expression of Interest and selection of Candidates through application of qualification and selection criteria.** The documents associated with this section are made available to all Candidates interested to participate and included in this Request for Expression of Interest. This Stage I includes:

- (i) Submission of the Expression of Interest in response to the Request for Expression of Interest, by interested Candidates. This Request for Expression of Interest details the requirements - information presented to enable Business

Operators to determine the nature and overall purpose of the tender procedure and, on the basis of these, decide whether or not to submit an Expression of Interest and subsequently, an Offer if selected for Stage II;

- (ii) Forms to be used in Stage I of the Tender Procedure for submitting the Expression of Interest.

**(2) Stage II: Submission of Bids by the Selected Candidates, evaluation of Bids, clarifications and applying the award criteria**

The documents associated with this section will be made available only to Suppliers selected to proceed to Stage II. Stage II shall be developed within ARIBA system. The following shall be part of the documents associated with Stage II:

- (i) An HSSE qualification process: Suppliers selected to proceed to Stage II will have to accept the invitation to register in SAP Ariba and go through the HSSE prequalification process sent by OMV Petrom SA;
- (ii) The Request for Proposal (RFP) will include:
- Terms and conditions to perform the services: The terms and conditions underlying the commercial relationship between OMV Petrom SA and the Contractor
  - Descriptive document Scope of Work and its attachments
  - Forms to be used in Stage II of the Tender procedure

**III. The Request for Expression of Interest**

OMV Petrom SA now invites eligible companies to indicate their interest in providing the above-mentioned services, **for the above-mentioned Project**, and participate under **Stage I** by providing an Expression of Interest and associated information demonstrating that they have the required qualifications and relevant experience to perform the contracts.

The Expression of Interest shall:

- (i) include sufficient information in response to the qualification and selection requirements, for OMV Petrom to assess each Candidate's qualifications (brochures, description of similar contracts, experience in conducting and delivering projects under similar conditions, availability of appropriate skills among staff, qualifications/certifications/authorizations required to perform the services, etc.);
- (ii) be prepared using own forms along with the forms provided under Annex II to this Request for Expression of Interest (includes the forms Candidates should use to prepare their Expression of Interest);
- (iii) be prepared observing the instructions further detailed within the Annex 1 to this Request for Expression of Interest (includes detailed information related to qualification and selection process);

**IV. Stage I: Submission of Expression of Interest and selection of Candidates through application of qualification and selection criteria**

The selection of Candidates which will be invited to submit a bid will be based on qualification and selection criteria, applied to Candidates that pass the **Pass/Fail criteria - Exclusion Grounds**.

**1. Pass/Fail criteria - Exclusion grounds:**

- (1.1) related to criminal convictions: OMV Petrom SA expects submission of information from the Candidates / members of an association / subcontractors (if applicable), either itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein being the subject of a conviction by final judgment for one of the following reasons, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable for participation in:
- a criminal organization;
  - corruption;

- fraud;
  - terrorist offences or offences linked to terrorist activities;
  - money laundering or terrorist financing;
  - child labor and other forms of trafficking in human beings;
  - the sanctions stipulated in EU Council Regulation No. 833/2014 or export controls/trade sanctions laws
- (1.2) related to enrollment in a professional or trade register;
- (1.3) related to valid mandatory certifications for Quality management systems (ISO9001), environmental management systems (ISO14001), and occupational health and safety management systems (ISO45001) or equivalent certifications or standards;
- (1.4) related to **acceptance of the mandatory requirement** for preparation of deliverables resulting from the assignment of Contract in both Romanian and English languages;
- (1.5) related to Candidate/Bidder being in possession of all necessary licenses, clearances, registrations and other qualifications required to execute the services.
- (1.6) related to valid mandatory certifications **ANRE, ISCIR, INSEMEX, ISU, MLPAT**;
- (1.7) related to Similar Experience (per Candidate individual or joint venture association or Candidate with third party support and/or subcontractors): over the last **5 years calculated backwards from the Expression of Interest receiving deadline included**, simultaneously, all of the following:
- (i) experience of previous projects (not solely similar projects) located in refineries **or similarly restrictive working environments**, which require **for instance** specific ways of work, etc. due to safety reasons;
  - (ii) experience in similar or higher rated power electrical equipment-related engineering activities within pre-FEED, FEED and DDE project stages;
  - (iii) having been involved in a similar capacity in delivering engineering services for major projects. By major project, the Candidate shall understand individual project of TIC (total investment cost) over EUR20,000,000 (without VAT).
- (1.8) related to Payment of taxes and social security contributions:
- (1.9) related to Insolvency, conflict of interest or professional misconduct, industrial disputes:

**Candidates shall note that OMV Petrom SA seeks to obtain information related to potential subcontracting through the Expression of Interest (see Form 2), which will be requested to be updated/reconfirmed at Stage II. All such subcontracting activities relate to the ability to deliver the services under the Contract, and such subcontracting activities shall not represent more than 40% of the services under the Contract (expressed as percentage of total number of man-hours subcontracted).**

Any potential joint venture/association should provide the above-mentioned information for all the partners of the association. The qualification requirements shall be evaluated by pooling resources of all association members, including those of any third party pledging to support the main Candidate applying for consideration under this procedure.

## **2. Selection Criteria**

The Selection Criteria described below shall apply to all Candidates that after review of their Expression of Interest submission, receive a Pass under Pass/Fail criteria - Exclusion grounds described above.

**Following the application of Selection Criteria, OMV Petrom SA will invite for Stage II only the first 5 (five) ranked Candidates.**

## 2.1. Similar Experience (per association).

**Maximum score, 70% weight resulting in maximum 70 points, of which:**

**Maximum score, 40% weight resulting in maximum 40 points, for experience as described under 2.1.1.**

2.1.1. Experience of previous similar or higher rated power electrical equipment projects, in a similar engineering capacity, with respective Project(s) currently under an Execute phase (post Final Investment Decision being taken by respective Project Final Beneficiary)

The maximum of 40 points shall be awarded to the Candidate presenting information on previous similar or higher rated power electrical equipment projects, in a similar engineering capacity, with respective Project(s) currently under an Execute phase (post Final Investment Decision being taken by respective Project Final Beneficiary) **having the highest value.**

Qualified Candidate with highest value of Similar Experience in Projects currently under an Execute phase (post Final Investment Decision being taken by respective Project Final Beneficiary) will be awarded 100 points. For the remaining qualified Candidates, the score will be attributed as follows:

- $PSimExperience_{MAX} = 100 * \text{weight } 40\%$ , score obtained by the Candidate with the highest value of Similar Experience in Projects  $ValueSimExperience_{MAX}$  currently under an Execute phase (post Final Investment Decision being taken by respective Project Final Beneficiary)
- $PSimExperience_N = 100 * \text{weight } 40\% * \frac{ValueSimExperience_N}{ValueSimExperience_{MAX}}$ , the score obtained by Qualified Candidate "N" with  $ValueSimExperience_N$

**Maximum score, 30% weight resulting in maximum 30 points, for experience as described under 2.1.2.**

2.1.2. Having been involved in delivering similar engineering services for major projects. By major project, the Candidate shall understand individual project of TIC (total investment cost) over 20 million EURO (without VAT)

The maximum of 30 points shall be awarded to the Candidate presenting information on similar capacity in delivering engineering services for major projects, individual project of TIC (total investment cost) over 20 million EURO (without VAT), **having the highest value.**

The rest of the Candidates shall receive points directly proportional with the value of project of TIC (total investment cost) over 20 million EURO (without VAT):

Qualified Candidate with highest value of Similar Experience  $ValueSimExperience_{MAX}$ , greater than EUR 20.000.000 will be awarded 100 points. For the remaining qualified Candidates, the score will be attributed as follows:

- $PSimExperience_{MAX} = 100 * \text{weight } 30\%$ , score obtained by the Candidate with the highest value of similar capacity in delivering engineering services for major projects. By major project of TIC (total investment cost) over 20 million EURO (without VAT)
- $PSimExperience_N = 100 * \text{weight } 30\% * \frac{ValueSimExperience_N}{ValueSimExperience_{MAX}}$ , the score obtained by Qualified Candidate "N" with  $ValueSimExperience_N$

## 2.2. Average annual turnover.

**Maximum score, 30% weight resulting in maximum 30 points**

The **Base level (minimum qualification requirement)**, minimum annual turnover, required from the Supplier for the last 3 closed financial years (for example, 2022, 2023, 2024) has to be equal or greater to 1.500.000 (one million five hundred thousand) EURO (without VAT). Those Candidates showing a global average turnover, which is (compared to the minimum amount indicated for this requirement in Instructions to the Bidders - EUR 1,500,000):

- a) less than the minimum required: will be disqualified, with the qualification "**MINIMUM REQUIREMENT NOT FULFILLED**";
- b) equal to the minimum required: will receive the qualification "**MINIMUM REQUIREMENT FULFILLED**", but will not receive additional points;
- c) greater than the minimum required: will receive "**MINIMUM REQUIREMENT FULFILLED**", and:
  - if greater than the EUR7.000.000: will receive the "**MINIMUM REQUIREMENT FULFILLED**", 30 points, and will not receive additional points
  - if greater than EUR1.500.000 lower than EUR7.000.000 will receive „**MINIMUM REQUIREMENT FULFILLED**” and additional points computed as per below.
    - **PTurnover<sub>MAX</sub>** = 100\*weight 30%, score obtained by the Candidate with the highest Global Average Turnover among the Candidates, greater than EUR 1.500.000
    - **PTurnover<sub>N</sub>** =100\*weight 30%\*Turnover<sub>N</sub>/Turnover<sub>MAX</sub>, the score obtained by Qualified Candidate "N" with Turnover<sub>N</sub> greater than EUR 1.500.000

For financial statements expressed in currencies other than EUR, the annual average exchange rate EUR/currency communicated by the Central European Bank, <http://www.ecb.europa.eu> shall be used.

If an association of candidate submits a bid, then the economic and financial capacity shall be demonstrated by pooling resources of all the association members.

#### **V. Stage II: Submission of Bids by the Selected Candidates, evaluation of Bids, clarifications and applying the award criteria**

The tender process will be open to the qualified Candidates selected as result of Conducting Stage I and will be conducted using the SAP ARIBA platform.

Candidates must ensure they are registered in the SAP ARIBA platform or will register themselves on this platform upon receiving an invitation to register from OMV Petrom S.A., as well as participate in the HSSE Pre-qualification process, as these are prerequisite conditions to participate to this procurement process in the ARIBA RFP event.

#### **VI. List of documents to be submitted by Candidates as part of the Expression of Interest**

As part of the Expression of Interest, OMV Petrom expects to receive Qualification documents afferent to the Expression of Interest - demonstrating the fulfilment of the qualification requirements, as they were established in the Request for Expression of Interest.

These documents may include among others:

- (i) Expression of Interest Letter, on form developed by Candidate, including the information required under Form no. 1;
- (ii) The Association Agreement (if applicable)
- (iii) List of potential subcontractors - Form no. 2 (if applicable);
- (iv) Powers of attorney / Empowerments for signing and/or submission of the Expression of Interest (will be submitted for association members and for subcontractors), if applicable.
- (v) Enrollment in a professional or trade register kept in their country of residence of the Economic Operator (please attach ONRC certificates or equivalent);
- (vi) Form no. 3 - Statement on Candidate's own responsibility regarding the personal status of the Candidate (to be submitted for each member of the Association and for subcontractors, as the case may be).

- (vii) Certificate of status issued by the National Trade Register Office or equivalent (will be submitted for each member of the Association and for subcontractors, as the case may be).
- (viii) Form no. 4 - Sworn statement regarding the compliance with the provisions of EU Council Regulation No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended (will be submitted for each member of the Association and for subcontractors, as the case may be).
- (ix) Form no. 5 - Statement on the Global average annual turnover in the last 3 years (will be submitted for each member of the Association, as the case may be);
- (x) Financial statements related to the last 3 fiscal years/extracts from financial reports/audit reports or any other relevant documents in support of the annual turnover (will be submitted for each member of the Association, as the case may be).
- (xi) The firm, unconditional and irrevocable Commitment of Support from one or more entities for making available to the Candidate the support necessary for the full, timely, regulatory and correct completion of the Contract that shall be concluded, in accordance with its provisions (own template).
- (xii) Supporting documents, which may include: contracts, letters of recommendation and/or documents issued or counter-signed by clients or authorities, that demonstrate similar experience (the documents will be submitted for each member of the Association, as the case may be).
- (xiii) Form no. 6 - Statement on similar experience (will be submitted for each member of the Association, as the case may be).
- (xiv) Registration certificate/trade register.
- (xv) Valid Certification for SR EN ISO 9001:2015 quality management system or any other equivalent relevant document (will be submitted for each member of the Association, as the case may be).
- (xvi) Valid Certification for SR EN ISO 14001:2015 environmental protection management or any other equivalent relevant document (will be submitted for each member of the Association, as the case may be).
- (xvii) Valid Certification for SR EN ISO 45001:2015 Occupational health and safety management systems or any other equivalent relevant document (will be submitted for each member of the Association, as the case may be)
- (xviii) Other specific valid Certifications (ANRE, ISCIR, INSEMEX, ISU, MLPAT), submitted by the members of the association or subcontractors, for the scope such party will effectively execute.
- (xix) Form no. 7 Non-Disclosure Agreement. The Non-Disclosure Agreement is non-negotiable and must be signed with electronic signature in the form provided by OMV Petrom only by business operators interested in participating in this procedure that have not already concluded such an agreement for the scope of the project.
- (xx) Form no. 8 Agreement on personal data protection
- (xxi) Form no. 9 Third Party Commitment (unconditional undertaking) related to financial support of the Candidate
- (xxii) Form no. 10 Third Party Commitment (unconditional undertaking) related to technical and professional support
- (xxiii) Form 11 Expression of Interest Letter

Further information can be obtained at the address below during office hours: Monday to Friday, 08:00 to 15:00.

## VII. Deadline for submission of the Expression of Interest

The deadline for submission of the Expression of Interest is: **22<sup>nd</sup> May 2026, 16:00 o'clock EEST** (local Romanian hour).

The Candidates must confirm their interest in participating to this tender procedure by sending an email to [ionela.poenaru@petrom.com](mailto:ionela.poenaru@petrom.com). The Candidates can request read-receipts or confirmation from OMV Petrom that their intent-to-participate email was received. This confirmation must be at the indicated OMV Petrom 's email address, no later than two working days before the submission deadline.

After OMV Petrom receives the confirmation email, the Candidates will receive a dedicated upload link via the same email address from which the confirmation was sent. The link will be provided at the latest by the next working day after OMV Petrom receives the Candidate's confirmation.

The Expression of Interest and all required documents will be submitted by uploading it on the dedicated link received by email. This is the only accepted submission channel. The Candidates will ensure that the documents included in the Expression of Interest will be archived and secured with a password ([How to Encrypt & Password Protect your Files with 7-Zip \(7ziphelp.com\)](#)).

After the expiration of the Expression of Interest submission deadline, OMV Petrom's representative will ask all the Candidates for which folders comprising the documents are identified, submitted within deadline, to provide the corresponding password needed to decrypt the documents.

This request will be sent via e-mail, to the email address registered by the Candidate, within maximum one working day from the expiration of the Expression of Interest submission deadline, and the Candidates will have the obligation to send the encryption password within one full working day upon the receipt of such request, no later than 16:00 local Romanian time on the following working day, via e-mail, to the address: [ionela.poenaru@petrom.com](mailto:ionela.poenaru@petrom.com).

The Expression of Interest must be signed with electronic signature (e.g. DocuSign, CertSign, etc.) by the legal representative or duly authorized person.

The risks of submitting the Expression of Interest, including *Force Majeure*, are borne by the Candidate.

Expressions of Interest submitted by any other means, with the exception of uploading them on the dedicated link, archived and secured by a password, or submitted after the submission deadline mentioned above, will not be opened and will not be evaluated.

In this case, the respective Candidates will not be asked to provide the corresponding password needed to decrypt the submitted documents, and the Expressions of Interest archived and secured by a password (sealed) will be mentioned in the Opening Report and in the Procurement Procedure Report.

OMV Petrom shall not evaluate Expression of Interests that are sent after the Submission Deadline.

## **VIII. Submission of bids by the Selected Candidates**

The documents associated with this section will be made available only to Suppliers selected to proceed to Stage II. Stage II shall be developed within ARIBA system. The following shall be part of the documents associated with the Stage II:

- (i) an HSSE qualification process: Suppliers selected to proceed to Stage II will have to accept the invitation to register in SAP Ariba and go through the HSSE prequalification process sent by OMV Petrom SA;
- (ii) The Request for Proposal (RFP) will include:
  - Terms and conditions to perform the services: The terms and conditions underlying the commercial relationship between OMV Petrom SA and the Contractor
  - Descriptive document Scope of Work and its attachments;
  - Forms to be used in Stage II of the Procurement procedure;

**Attn.: Ionela Cristina Poenaru**  
Project Procurement Manager  
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Procurement Category Engineering & Project Procurement,  
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**TENDER PROCEDURE FOR SIGNING OF CONTRACT FOR ENGINEERING SERVICES**

under

the **PROJECT: CONSTRUCTIONS, FOUNDATIONS, BUILDINGS, METAL STRUCTURES AND RELATED WORKS FOR THE INSTALLATION OF AN ELECTRIC MAIN AIR BLOWER DRIVER**

**Annex 1 STAGE I PREQUALIFICATION INSTRUCTIONS FOR BIDDERS AND FORMS**

This Annex to the Request for Expression of Interest provides general information to support Candidates in preparing and submitting their Expression of Interest.

<b>1. DEFINITIONS.....</b>	<b>12</b>
<b>2. REQUEST FOR CLARIFICATIONS.....</b>	<b>13</b>
2.1. CLARIFICATIONS REQUEST PROCESS .....	13
2.2. AMENDMENTS TO THE CONTENT OF THE PUBLISHED RfEI .....	14
<b>3. CONDUCTING THE PROCEDURE .....</b>	<b>14</b>
3.1. AWARDING PROCEDURE: TENDER PROCEDURE.....	15
3.2. LIMITATIONS ON THE NUMBER OF CANDIDATES .....	15
3.3. PREPARATION AND SUBMISSION OF EXPRESSION OF INTEREST .....	15
3.4. INFORMATION ON RELIANCE ON THE CAPACITIES OF OTHER ENTITIES .....	15
3.5. DOCUMENTS REQUESTED FROM THE PROSPECTIVE CANDIDATES IN THE STAGE I OF THE PROCEDURE.....	16
3.6. COST OF PREPARATION AND SUBMISSION OF EXPRESSION OF INTEREST.....	16
3.7. LANGUAGE OF THE EXPRESSION OF INTEREST.....	16
3.8. FORMAT AND SIGNING OF EXPRESSION OF INTEREST .....	17
3.9. COMMON EXPRESSION OF INTEREST.....	17
3.10. RISKS OF SENDING THE EXPRESSION OF INTEREST .....	17
3.11. DEADLINE AND ADDRESS FOR SUBMISSION OF EXPRESSION OF INTEREST .....	17
3.12. LATE EXPRESSION OF INTEREST .....	18
<b>4. EXCLUSION GROUNDS, QUALIFICATION AND SELECTION INFORMATION/REQUIREMENTS</b>	<b>18</b>
4.1. INFORMATION ON CONDITIONS OF PARTICIPATION.....	18
4.2. EXCLUSION GROUNDS .....	18
4.2.1. Information related to Conflicts of Interest.....	19
4.2.2. Information related to distorting competition.....	20
4.2.3. Information related to professional misconduct.....	21
4.2.4. Information related to early termination of prior contracts, damages or other comparable sanctions	21
4.2.5. Information related to self-cleaning mechanism.....	21
4.2.6. Information related Meeting Obligations for Payment of taxes and social security contributions: .	22
4.3. SUITABILITY TO PURSUE THE PROFESSIONAL ACTIVITY .....	22
4.3.1. Requirement related to enrolment in a professional or trade register.....	23
4.3.2. Requirement related to particular authorization needed for services performance.....	23
4.4. TECHNICAL AND/OR PROFESSIONAL CAPACITY.....	23
4.4.1. Requirement related to submission of information on the proposed Subcontractor .....	24
4.4.2. Requirement related to similar experience services .....	24
4.5. AVERAGE ANNUAL TURNOVER.....	26
<b>5. EVALUATION OF EXPRESSION OF INTEREST AND SELECTION OF CANDIDATES .....</b>	<b>27</b>
5.1. CLARIFICATIONS TO AND ACCEPTANCE OF THE EXPRESSION OF INTEREST.....	27
5.2. EVALUATION OF EXPRESSION OF INTEREST .....	28
5.3. DESCRIPTION OF THE SELECTING OF CANDIDATES MECHANISM .....	28
5.4. SITUATIONS WHICH LEAD TO THE REJECTION OF THE EXPRESSION OF INTEREST .....	29
5.5. CONFIDENTIALITY OF THE EVALUATION PROCESS .....	29
5.6. NOTIFICATION OF SELECTION PROCESS RESULTS .....	29
<b>FORM NO. 1: COMPANY DATA AND STATEMENTS.....</b>	<b>31</b>
<b>FORM NO. 2: LIST OF POTENTIAL SUBCONTRACTORS .....</b>	<b>40</b>
<b>FORM NO. 3: STATEMENT ON BIDDER'S OWN RESPONSIBILITY REGARDING THE PERSONAL STATUS OF THE BIDDER.....</b>	<b>41</b>
<b>FORM NO.4: SWORN STATEMENT .....</b>	<b>42</b>
<b>FORM NO. 5: STATEMENT ON THE AVERAGE ANNUAL TURNOVER .....</b>	<b>43</b>
<b>FORM NO. 6: STATEMENT ON SIMILAR EXPERIENCE .....</b>	<b>44</b>

FORM NO. 7: NON-DISCLOSURE AGREEMENT .....	45
FORM NO. 8: AGREEMENT ON PERSONAL DATA PROTECTION .....	49
FORM NO. 9: THIRD PARTY COMMITMENT (UNCONDITIONAL UNDERTAKING) RELATED TO FINANCIAL SUPPORT OF THE CANDIDATE .....	50
FORM NO. 10: THIRD PARTY COMMITMENT (UNCONDITIONAL UNDERTAKING) RELATED TO TECHNICAL AND PROFESSIONAL SUPPORT .....	52
FORM NO. 11: EXPRESSION OF INTEREST LETTER .....	54
FORM NO. 12: ACKNOWLEDGEMENT AND INTENT TO SUBMIT AN EXPRESSION OF INTEREST	56

## 1. Definitions

Throughout this specific procurement procedure the following definitions are applicable:

- a. **Tender Documents/RFP** - the set of documents which includes all necessary requirements, criteria, rules in order to provide Business Operators complete, accurate and explicit information regarding the elements of this sourcing exercise. The Tender Documents includes also information on Contract scope and the conduct of the procedure, as well as the Scope of Work, proposed contract conditions, formats for the presentation of information by Candidates during the procedure;
- b. **Candidate** - any natural or legal person, of public or private law, or group or association of Business Operators, which is authorized according to the provisions of law in the country of its establishment to legally offer supplies, works or services on the market, and which has submitted an Expression of Interest during Stage I of this procurement procedure, either individually or as part of a group or association.
- c. **OMV Petrom SA** - for the purpose of this procedure, OMV Petrom SA means the legal entity identified in the Request for Expression of Interest, section I.1, namely OMV PETROM SA
- d. **Contractor** - the Candidate or the group of Business Operators becoming a party of the Contract resulting from this procedure;
- e. **Tender Procedure** - the applicable award procedure for awarding the Contract resulting from this procedure, consisting of two stages: Stage 1 - Candidates' selection and Stage 2 – TENDER PROCEDURE with selected Candidates and application of the award criterion
- f. **Day** means calendar day, except situations where the context specifies expressly otherwise;
- g. **Preliminary Bid** - legal act by which the Selected Candidate expresses its will to legally commit for performing services included into the Contract scope. The Bid is to be submitted as a response to the Invitation to Participate in the Stage II of the Procedure and consists of Technical Proposal and Financial Proposal, as well as the other supporting documents. The Bid must demonstrate fulfilment of the minimum requirements in the Scope of Work and represents the base for applying the award criterion;
- h. **Final bid - final improved admissible bid** that the selected Candidate sends at the conclusion of the tender process. The final consists of Technical Proposal and Financial Proposal and represents the base for applying the award criterion;
- i. **Contract** - written agreement between OMV Petrom SA and one Candidate or a group of Business Operators with the purpose of establishing the terms and conditions and unit pricing governing the Contract which is to be entered into by the parties;
- j. **Invitation to Participate in the Stage II of the Procedure** - document to be issued by OMV Petrom SA after finalizing the Stage I of the procedure only to the Selected Candidates, which includes specific rules and requirements applicable during the Stage II of the Tender Procedure;
- k. **Expression of Interest** - the request submitted by the Candidate in response to the Request for Expression of Interest published by OMV Petrom SA. The Expression of Interest consists of information provided by interested Business Operators using the forms included in this set of Awarding documentation/ Tender Documents;
- l. **Subcontractor** - any entity, party to a direct contractual relationship with the Contractor and engaged by the Contractor for performing specific parts of the Scope of Work of the Contract, without being a party to the Contract;
- m. **Selected Candidate** - a Candidate who fulfilled the minimum qualification requirements and is selected after applying the selection criteria for being invited to submit a Bid for the Stage II of this procurement procedure;
- n. **Third Party Entity** - any entity (irrespective of the legal nature of the link between the Candidate and that entity), on whose capacities the Candidate relies upon for demonstrating the fulfilment of minimum requirements relating to the economic and financial capacity or technical and professional abilities requested for the Candidates in this procedure,
- o. **Written/ in writing** means any combination of words or figures which can be read, reproduced and subsequently communicated, including information transmitted and stored by electronic means;
- p. **RfEI - Request for Expression of Interest**

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

## 2. Request for clarifications

OMV Petrom SA deems that the Tender Documents provide sufficient details and information for the prospective Candidates, by describing:

- (i) the manner in which the First Stage of the Tender Procedure will be conducted;
- (ii) the information required for making a decision on participating in this procedure;
- (iii) expected Contract duration;
- (iv) information to be provided within the Expression of Interest and minimum qualification requirements to be fulfilled by the prospective Candidates;
- (v) the selection mechanism;
- (vi) the description of Contract and Scope of Work in sufficient detail for allowing identification of its nature and complexity;
- (vii) the activities to be carried out during performance of the Contract;
- (viii) information to be provided within the Bid

to enable Candidates to determine the nature and general scope of the Contract and, on that basis, decide upon either submitting an Expression of Interest or non-participation in this procurement procedure.

In case a potential Candidate requires any clarification or additional information related to the content of the RfEI, the respective Candidate may request clarifications in writing using the procedure and form included below at 0 2.1. Clarifications request process.

If OMV Petrom SA deems it necessary to modify the RfEI following a Request for clarification, it will proceed so in accordance with the written procedure described below at 0 2.2. Amendments to the content of the published RfEI.

Any response to the Requests for clarification or amendment issued by OMV Petrom SA shall be an integral part of the RfEI and shall be communicated to all interested parties.

If appropriate, and in order to provide Candidates with the time to consider providing a clarification in the preparation of the Expression of Interest Forms, OMV Petrom SA may extend the deadline for submission of the Forms. In this case, all the rights and obligations previously established for OMV Petrom SA and for the Candidates will be extended until the new deadline.

### 2.1. Clarifications request process

In order to track and ensure that all clarifications or questions are received and responded to in a timely manner, OMV Petrom SA has instituted a structured process for the submittal of all questions and communications during the procurement process. See below sample Clarification and Response Form for Candidate's and OMV Petrom SA's use in the clarification process.

Candidate shall use a separate Clarification and Response Form for each subject area. Multiple questions are allowed per subject, but each question shall be separately identified on the Clarification and Response Form. If attachments are provided, Candidate shall embed the attachment(s) directly into the Clarification and Response Form in the Candidate Attachment section.

All communications related to this procurement process will become part of OMV Petrom SA's record for this procurement procedure and may, at OMV Petrom SA's discretion, be incorporated into the Contract.

**Clarification and Response Form (sample)**

<b>Candidate Name</b>	<b>INCLUDE CANDIDATE'S NAME</b>
<b>Response Reference #</b>	
<b>Subject</b>	

<b>OMV SA</b> <input type="checkbox"/>	<b>Petrom SA</b> <b>Initiated</b>	<b>Candidate</b> <b>Initiated</b> <input type="checkbox"/>	<b>Revision</b> <b>No.</b>	0	<b>Today's</b> <b>Date</b>		<b>Response</b> <b>Date</b> <b>Requested</b>	
<b>Clarification</b> <b>Question</b> or <b>Response</b>								
<b>Attachments</b>								

<b>OMV SA</b> <input type="checkbox"/>	<b>Petrom SA</b> <b>Initiated</b>	<b>Candidate</b> <b>Initiated</b> <input type="checkbox"/>	<b>Revision</b> <b>No.</b>	1	<b>Today's</b> <b>Date</b>		<b>Response</b> <b>Date</b> <b>Requested</b>	
<b>Clarification</b> <b>Question</b> or <b>Response</b>								
<b>Attachments</b>								

**2.2. Amendments to the content of the published RfEI**

Where appropriate, OMV Petrom SA may amend the content of Tender Documents by issuing an Amendment to the Tender Documents. Any Amendment issued shall be part of the Tender Documents and shall be communicated to all prospective Candidates.

In order to offer the prospective Candidates sufficient time for considering the provision of an Amendment in preparing the Expression of Interest, OMV Petrom SA may extend the deadline for receiving the Expression of Interest by a minimum 3 days from the date of the amendment's publishing. In such a case, all rights and obligations previously established for OMV Petrom SA and Candidates shall be extended to the new deadline.

In case of amendments for correcting material errors are issued, the deadline for receiving Expression of Interest will not be extended.

**3. Conducting the Procedure**

Candidates bear sole liability for examining with appropriate care the RfEI, including any amendment issued during the preparation of the Expression of Interest, as well as for obtaining all required information with respect to any conditions or obligations that might affect the Candidate by submitting An Expression of Interest and if selected, a Bid.

### 3.1. Awarding Procedure: Tender Procedure

**Stage I – Selection of Candidates** by applying the exclusion grounds, the qualification and selection criteria, communicated in the Request for Expression of Interest, to all Expressions of Interest received.

**Stage I** consists of:

- i. Qualification of Candidates
- ii. Selection of Candidates.

Expression of Interest that are found responsive after applying the exclusion grounds and qualification criteria will be ranked by applying the selection criteria and associated ranking methodology presented in the Request for Expression of Interest related to 3.2 Limitations on the number of who will be invited to tender or to participate.

Subsequently, OMV Petrom SA will invite for the Stage II only the **first 5 ranked Candidates**.

### Stage II – Competition among the Selected Candidates

The invitation to participate in the Stage II of the procedure will be sent to all selected Candidates. With the Invitation to Participate in the Stage II of the procedure, OMV Petrom SA will provide all the information deemed necessary for the preparation of the Initial Offering (Initial Technical Proposal and Initial Financial Proposal) and Final Offers (Final Technical Proposal and Final Financial Proposal) and to participate in the tendering process.

### 3.2. Limitations on the number of Candidates

**The number of Candidates expected to be selected for the Stage II (Selected Candidates) is 5.**

If, at the conclusion of Stage I of the procedure, there are 2 or more Candidates with an equal total score, OMV Petrom SA being unable to select 5 Candidates, Candidates with an equal total score will be ranked based on the score received for the **Sum of Values declared for reference contracts**, which demonstrate similar experience.

The highest-value candidate meeting the criteria mentioned above will be ranked first. The candidate with the second largest sum of the declared values for the reference contracts proving the similar experience and meets the above-mentioned criteria will be ranked second and so on, until all Candidates will be ranked and 5 Candidates may be selected.

If the classification mechanism described above does not allow the selection of 5 Candidates, OMV Petrom SA establishes the ranking of the Equal Candidates taking into account the most recent date at which a service contract similar to those which OMV Petrom SA seeks to contract.

The Candidate with the most recent date at which such services have been successfully executed will be ranked first, the candidate with the next most recent date will be ranked second, and so on, until 5 Candidates may be selected.

### 3.3. Preparation and submission of Expression of Interest

The qualification and selection Stage of the procedure is based on information included in the Expression of Interest.

Forms to be used by prospective Candidates to submit An Expression of Interest are included in the Stage I of the Tender Procedure of Tender Documents.

### 3.4. Information on reliance on the capacities of other entities

For this specific procurement procedure and for the purpose of demonstrating the fulfilment of minimum qualification requirements related to Economic and financial situation and Technical and/or Professional

Capacity, a Candidate has the right to invoke the support of:

- (i) a supporting Third Party (entity) and use its capacities to demonstrate the fulfilment of the minimum requirement;
- (ii) subcontractors, and use its capacities to demonstrate the fulfilment of the minimum requirement.

### **3.5. Documents requested from the prospective Candidates in the Stage I of the procedure**

The documents requested from the prospective Candidates in the Stage I of the procedure are:

- (i) Expression of Interest Letter;
- (ii) Statement concerning the conflicts of interest;
- (iii) Third Party Commitment (unconditional undertaking) related to technical and professional support, if any;
- (iv) Association Agreement, signed by all members of the Association, if so the case;
- (v) In case of Association, written confirmation issued by each member of the Association, including the leader, for the same person / persons authorizing the signatory of the Expression of Interest to involve the Candidate (as Association) in the procurement procedure.

#### **If the Candidate is an Association, the Association Agreement to be presented in the Expression of Interest shall stipulate at least the following:**

- (i) all associates will be jointly and severally responsible for presenting a Bid in the Stage II of the procedure and for the Contract execution, as well as for the subsequent performance of Services in accordance with the Contract and Contract terms;
- (ii) the Association nominated representative shall have the binding authority to conduct all business, including to receive payments, for and on behalf of any and all the members of the Association during the procurement process and, in the event the Association will be successful, during the Contract execution;
- (iii) all associates are bound to remain in the Association for the entire validity period of the Contract;
- (iv) the member, appointed as lead partner, confirmed by submission of a power of attorney signed by the legally empowered signatory(es) of each member of the Association.

In the Stage I of the procedure, the information included in the Expression of Interest shall be provided in such a manner as to allow OMV Petrom SA' Evaluation Committee to make a clear decision related to the fulfilment of the minimum requirements and applying the selection criteria.

OMV Petrom SA envisages Candidates on the need to clearly state which of the information contained in the Expression of Interest it is considered confidential, since disclosure to third parties could harm Selected Candidate's legitimate interests, in particular with respect to trade secrets and intellectual property.

### **3.6. Cost of preparation and submission of Expression of Interest**

All costs incurred by the Candidate in participating in this procurement process are the sole cost and expense of the Candidate. OMV Petrom SA shall not be liable for any costs or expenses whatsoever or howsoever incurred by the Candidate or any potential Subcontractor or supplier as a result of Candidate's participation in this procurement process, regardless of the conduct or outcome of the procedure. These costs may include, without limitation, the costs of preparation and submission of its Expression of Interest or other activities related to OMV Petrom SA's review of the Expression of Interest.

OMV Petrom SA shall have ownership of all received Expression of Interest within this procurement procedure and the Candidates are not entitled to the return of their Expression of Interest by OMV PETROM SA (except for Expression of Interest received after the deadline specified in the Request for Expression of Interest).

### **3.7. Language of the Expression of Interest**

**The language of this Procedure is English.**

The Expression of Interest, as well as all correspondence and related documents, exchanged by the

Candidate and OMV Petrom SA shall be written in English. Supporting documents and submitted forms that are submitted as evidence for the statements made by the Business Operators in the Expression of Interest may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English in which case, for purposes of conducting this procedure, the translation in English shall prevail.

### **3.8. Format and signing of Expression of Interest**

The Candidate shall prepare and submit its Expression of Interest electronically, in the manner and following the procedure described in the Request for Request for Expression of interest.

### **3.9. Common Expression of Interest**

Several legal or natural persons are entitled to associate in order to submit a common/joint Expression of Interest.

The common/joint Expression of Interest presented by an Association consisting of two or more Business Operators as associates shall be signed by the authorized representative of the Association.

The Expression of Interest will be signed in the manner to legally bind all the Association members and will include the Association Agreement which must stipulate all the elements identified under the para Information on reliance on the capacities of other entities

For this specific procurement procedure and for the purpose of demonstrating the fulfilment of minimum qualification requirements related to Economic and financial situation and Technical and/or Professional Capacity, a Candidate has the right to invoke the support of:

a supporting Third Party (entity) and use its capacities to demonstrate the fulfilment of the minimum requirement;

(iii) subcontractors, and use its capacities to demonstrate the fulfilment of the minimum requirement.

(iv)

Documents requested from the prospective Candidates in the Stage I of the procedure, for situations when the Candidate takes the form of an Association of Business Operators.

The name and position held by each person signing the Association Agreement must be typed or printed below the signature and must be the same as the one included in the Expression of Interest presented by each member of the Association.

OMV Petrom SA reserves the right to request any additional documents/information regarding the signatory's power to represent the Candidate, as it deems appropriate in its sole discretion.

The Selected Candidates do not have the right to associate for the purpose of submitting a common/joint Bid in the Stage II of the procedure, and OMV Petrom SA will not accept such a Bid.

### **3.10. Risks of sending the Expression of Interest**

Risks of sending the Expression of Interest, force majeure included, are borne by the Candidate.

### **3.11. Deadline and address for submission of Expression of Interest**

Expression of Interest must be received by OMV Petrom SA within the date and time indicated in the associated Request for Expression of Interest for this procedure. All time reference in this Contracting notice refers to Romania's time zone GMT + 2 hours.

Expression of Interest submitted to another address than the specified one shall not be considered and automatically will be discarded.

### 3.12. Late Expression of Interest

OMV Petrom SA shall not consider any Expression of Interest arriving after the deadline for receiving of Expression of Interest, as this deadline is specified in the Request for Expression of Interest. No liability will be accepted by OMV Petrom SA for late delivery of Expression of Interest.

## 4. Exclusion grounds, Qualification and Selection Information/Requirements

Candidates must comply with all applicable law and regulations, as well as respond to all requirements described within this Request for Expression of Interest.

### 4.1. Information on Conditions of Participation

All requirements listed in the Request for Expression of Interest are minimum requirements for the qualification stage and address the Candidate involved in the procedure, irrespective of their role, as below detailed.

### 4.2. Exclusion Grounds

The below minimum qualification requirements will be evaluated using PASS/FAIL methodology within the Stage I where OMV Petrom SA shall evaluate the received Expression of Interest.

Minimum requirements related to **exclusion grounds**, are to be fulfilled by all Business Operators involved in the procedure, irrespective of their capacity: Candidate individual Economic Operator, member of a group of Business Operators which takes the form of an Association, nominated Subcontractors or Third-Party Entity/Entities on which the Candidate relies on in order to fulfill the qualification and selection criteria.

**Such Exclusion grounds are referred to as Pass/Fail criteria and are:**

- (i) related to criminal convictions: OMV Petrom SA expects submission of information from the Candidates / members of an association / subcontractors (if applicable), either itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein being the subject of a conviction by final judgment for one of the following reasons, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable for participation in:
  - a criminal organization;
  - corruption;
  - fraud;
  - terrorist offences or offences linked to terrorist activities;
  - money laundering or terrorist financing;
  - child labor and other forms of trafficking in human beings;
  - the sanctions stipulated in EU Council Regulation No. 833/2014 or export controls/trade sanctions laws
- (ii) related to enrollment in a professional or trade register;
- (iii) related to valid mandatory certifications for Quality management systems (ISO9001), environmental management systems (ISO14001), and occupational health and safety management systems (ISO45001) or equivalent certifications or standards;
- (iv) related to **acceptance of the mandatory requirement** for preparation of deliverables resulting from the assignment of Contract(s) in both Romanian and English languages;
- (v) related to Candidate/Bidder being in possession of all necessary licenses, clearances, registrations and other qualifications required to execute the services.
- (vi) related to valid mandatory certifications **ANRE, ISCIR, INSEMEX, ISU, MLPAT**;
- (vii) related to Similar Experience (per Candidate individual or joint venture association or Candidate with third party support and/or subcontractors): over the last **5 years calculated backwards from the Expression of Interest receiving deadline included**, simultaneously, all of the following:

- experience of previous projects (not solely similar projects) located in refineries **or similarly restrictive working environments**, which require **for instance** specific ways of work, etc. due to safety reasons;
  - experience in similar or higher rated power electrical equipment projects within engineering phases;
  - having been involved in a similar capacity in delivering engineering services for major project. By major project, the Candidate shall understand individual project of TIC (total investment cost) over EUR20,000,000 (without VAT).
- (viii) related to Payment of taxes and social security contributions:  
Candidate shall also fill in Form 1 and Form 3 with the details necessary to demonstrate fulfillment of this criteria.
- (ix) related to Insolvency, conflict of interest or professional misconduct, industrial disputes;

**Candidates shall note that OMV Petrom SA seeks to obtain information related to potential subcontracting through the Expression of Interest (see Form 2), which will be requested to be updated/reconfirmed at Stage II. All such subcontracting activities relate to the ability to deliver the services under the Contract(s), and such subcontracting activities shall not represent more than 40% of the services under the Contract (expressed as percentage of total number of man-hours subcontracted).**

Any potential joint venture/association should provide the above-mentioned information for all the partners of the association. The qualification requirements shall be evaluated by pooling resources of all association members, including those of any third party pledging to support the main Candidate applying for consideration under this procedure.

Any Candidate that is in one of the situations referred to as requirements related to exclusion grounds or Pass/Fail, where applicable, may provide evidence to the effect that measures taken are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion (except for the exclusion grounds based on national legislation / compliance with law, which shall not be subject to this “self-cleaning mechanism”; for exclusion relating to national legislation / compliance with law, OMV Petrom SA may seek clarifications from the Candidate and then decide, in its reasonable judgment, whether to exclude the Economic Operator).

If the evidence provided by the Candidate is considered by OMV Petrom SA as sufficient to prove in concrete the relevant Economic Operator's credibility, the Candidate concerned will not be excluded from the procurement procedure.

#### **4.2.1. Information related to Conflicts of Interest**

During the procurement procedure, OMV Petrom SA will take all necessary measures to prevent, identify and remedy conflicts of interest, in order to avoid distortions of competition and to ensure equal treatment for all Business Operators.

OMV Petrom SA excludes from the participation in the procurement procedure any Candidate where a conflict of interest cannot be effectively remedied by other less intrusive measures.

A conflict of interest situation represents any situation where the staff members of OMV Petrom SA or staff members of a Provider involved in procedure or who may influence its outcome have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Situations which might generate conflicts of interest include, but not limited to:

- i. participation in the process of verification/evaluation of the Expression of Interest/Bids of:
  - a. persons holding social parts, interest, shares of the subscribed capital of the Candidate/Selected Candidate, other entities on whose capacities the Candidate relies on, or proposed Subcontractors, or

- b. persons nominated in supervisory board/ executive board or supervisory body members of one of the Candidates, entities on whose capacities the Candidate relies on proposed Subcontractors;
- ii. participation in the process of verification/evaluation of the Expression of Interest/Bids of a person who is a husband/wife, relative or in-law up to the second kinship included, with persons nominated in the supervisory board/ executive board or supervisory body of one of the Candidates, other entities on whose capacities the Candidate relies on, or proposed Subcontractors;
- iii. participation in the process of verification/evaluation of Expression of Interest/Bids of a person that has been found or about whom there are reasonable/concrete information that may have a direct or indirect personal interest, financial, economic or of other nature, or is in a situation likely to alter his/her independence and impartiality during the evaluation process;
- iv. when the Candidate participating in the procedure has:
  - a. as members of its supervisory board/ executive board or supervisory body, or
  - b. as shareholder or as associate who exercise rights relating to shares which together represent at least 10% of the capital or give the owner at least 10% of the total voting rights in the general assembly,
  - c. persons who are: husband/wife, relative or in-law up to the second kinship included, in commercial relationships with people holding decision-making positions with OMV Petrom SA or with the Procurement Ancillary Service Provider for this procedure;
- v. when the Candidate has nominated among the key persons designated to fulfill the Contract, people who:
  - a. are husband/wife, relative or in-law up to the second kinship included;
  - b. are in commercial relationship with persons holding decision-making positions with OMV Petrom SA or with procurement service provider.

Business Operators must be able to prove at any time during the procedure that their involvement in preparing the procurement procedure would not distort competition.

#### **4.2.2. Information related to distorting competition**

OMV Petrom SA excludes from the procedure any Candidate for which obtained sufficiently plausible indications to conclude that a Candidate has entered into agreements with other Business Operators aimed at distorting competition within or in connection to this procedure.

At least the following situations are considered to represent plausible indications for competition distortion situation within this procurement procedure (for the First and Stage II of the procedure):

- i. the Expression of Interest and/or Bid submitted by 2 or more Business Operators participating in this procedure present significant similarities with respect to the content of non-standardized documents requested through the Tender Documents or Invitation to Participate in the Stage II of the Procedure;
- ii. on the management bodies of two or more Business Operators participating in this procedure there are the same persons or persons who are spouses, relative or kin up to and including the second degree or who have common interests that are personal, financial or economic in nature or of any other nature;
- iii. a Candidate submitted two or more Expression of Interests, both individually and jointly with other Business Operators or only jointly with other Business Operators;
- iv. a Candidate submitted An Expression of Interest individually/jointly with other Business Operators and is nominated as Subcontractor within another Expression of Interest.

In order to avoid above or similar grounds which may lead to distortion of competition, a Candidate (either individually or as a member of an Association) shall not participate in more than one Expression of Interest.

The Candidate who submits or participates with more than one Expression of Interest shall be rejected and all the Expressions of Interest submitted by that Candidate shall be rejected. Subcontractors nominated in Expression of Interest are not entitled to submit a Request for Participation for themselves or in association within the same procedure for signing the Contract .

OMV Petrom SA shall not invite to participate in the Stage II of this procurement procedure a Candidate

that did not submit an Expression of Interest in the Stage I of the procedure.

Selected Candidates do not have the right to associate for the purpose of submission of a joint Bid in the Stage II of the procedure.

#### **4.2.3. Information related to professional misconduct**

OMV Petrom SA excludes from the procedure any Business Operators which is guilty of grave professional misconduct.

In order to be excluded on the grounds of “guilty of grave professional misconduct” within this procurement procedure, the Candidate must be found guilty of grave professional misconduct, which renders its integrity questionable, through a decision of a court of law, an administrative authority or an international organization.

#### **4.2.4. Information related to early termination of prior contracts, damages or other comparable sanctions**

OMV Petrom SA excludes from the procedure any Candidate which has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior contract, a prior contract with a OMV Petrom SA or a prior concession contract which took the form of severe breach of contractual obligations and led to early termination of that prior contract, damages or other comparable sanctions.

At least the following situations are considered to represent within this procurement procedure (for the Stage I of the procedure), severe breach of contractual obligations:

- (i) non-performance of the obligations regarding the delivery of products or services, non-performance of the works;
- (ii) delivery of products or services that present major irregularities, rendering them inadequate for the purpose intended by the contracting entity;

#### **4.2.5. Information related to self-cleaning mechanism**

For this purpose, evidence to be provided by the Candidate includes information proving that:

- (i) it has paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- (ii) it has clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities and it has taken concrete technical, organizational and personnel measures that are appropriate to prevent further criminal offences or misconduct in order to prevent the committing of other new crimes or other unlawful actions, such as (but not limited to):
  - eliminating the connections with the people and organizations involved in the inadequate conduct,
  - personnel reorganization measures,
  - implementation of certain control and reporting systems,
  - creating an internal audit structure for verifying compliance with the legal provisions and other norms, or
  - adopting certain internal rules concerning liability and the payment of compensations.

The measures taken by the Candidate shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered to be insufficient, the Candidate shall receive a statement of the reasons for that decision.

A Candidate which has been excluded by final judgment from participating in procurement or concession award procedures shall not be entitled to make use of the possibility provided for under the self-cleaning mechanism during the period of exclusion resulting from that judgment.

**4.2.6. Information related Meeting Obligations for Payment of taxes and social security contributions:**

**Candidate shall also fill in Form 1 and Form 3 with the details necessary to demonstrate fulfillment of this criterion.**

OMV Petrom seeks to evaluate if the bidder / member of an association / subcontractor (if applicable) has met all its obligations relating to the payment of state and local taxes and social security contributions, both in the country in which it is established and in Member State of the OMV Petrom SA if other than the country of establishment.

Documentary evidence to be submitted may include but are not limited to any certificates and/or supporting documents issued from the country where the Economic Operator is established (e.g., tax clearance certificate showing the level of outstanding debts related to payment of duties, taxes or contributions to the general consolidated budget, upon submission date; judicial records (e.g. criminal record of the economic operator and members of the supervisory board/ executive board or supervisory body members of the economic operator, or of those having power of representation, decision or control therein, as evidenced in the certificate issued by the professional or trade register).

Economic Operators will submit English versions or translations of the probative documents in the language of the procedure: English.

**4.2.7. Information related to Insolvency, conflict of interest or professional misconduct, industrial disputes:**

**Candidate shall also fill in Form 1 and Form 3 with the details necessary to demonstrate fulfillment of this criterion.**

**OMV Petrom seeks to evaluate:**

- a) Has the bidder / member of an association / subcontractor (if applicable), to its knowledge, breached its obligations in the fields of environmental, social and labor law?
- b) is the bidder / member of an association / subcontractor (if applicable) in any of the following situations?
  - b.1) Bankrupt, or
  - b.2) The subject of insolvency or winding-up proceedings, or
  - b.3) In an arrangement with creditors, or
  - b.4) In any analogous situation arising from a similar procedure under national laws and regulations, or
  - b.5) That its assets are being administered by a liquidator or by the court, or
  - b.6) That its business activities are suspended
- c) Is the bidder / member of an association / subcontractor (if applicable) guilty of grave professional misconduct?
- d) Has the bidder / member of an association / subcontractor (if applicable) entered into agreements with other Candidates aimed at distorting competition?
- e) Is the bidder / member of an association / subcontractor (if applicable) aware of any conflict of interest due to its participation in the procurement procedure? A conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest
- f) Has the bidder /member of an association experienced that a prior contract, a prior contract with OMV Petrom SA or a prior concession contract suffered industrial disputes\* and litigation, arbitration, or other dispute during the execution of that prior contract?

\*Industrial disputes meaning: a temporary show of dissatisfaction by employees — especially a strike or slowdown or working to rule.

**4.3. Suitability to Pursue the Professional Activity**

#### **4.3.1. Requirement related to enrolment in a professional or trade register**

Minimum requirement related to **enrollment in a professional or trade register** are to be fulfilled by all Business Operators involved in the procedure, irrespective of their capacity: Candidate individual Economic Operator, member of a group of Business Operators which takes the form of an association, nominated Subcontractors or Third Party Entity/Entities on which the Candidate as Candidate relies on.

#### **4.3.2. Requirement related to particular authorization needed for services performance**

Minimum requirement related to **particular authorization needed for services performance** (related to valid mandatory certifications for Quality management systems (ISO9001), environmental management systems(ISO14001), or other equivalent certifications, and occupational health and safety management systems (ISO45001), or other equivalent certifications and to valid mandatory ANRE, ISCIR, INSEMEX, ISU, MLPAT certifications), as well as related to Candidate/Bidder being in possession of all necessary licenses, clearances, registrations and other qualifications required to execute the services is to be fulfilled by the Candidate (individual Candidate or Association of Business Operators), solely or with support from Third Party or nominated Subcontractors.

Where a Candidate (Candidates) exercises its right to use the capacities of other entities to demonstrate the fulfilment of the minimum requirement, the **Third Party Entity, either Third Party Supporting or nominated Subcontractor, must effectively perform the services for which the particular authorization is required**, and it must submit together with the Expression of Interest, until the communicated deadline for submission of the Expression of Interest, Third Party Commitment (unconditional undertaking) from a Third Party or the Subcontracting Agreement from the nominated subcontractor regarding the fulfilment of the criteria related to particular authorization needed for services performance, which includes:

- (i) a listing and description of the capacities that the respective entity makes available to the Candidate (Candidates) with reference to the minimum requirement communicated in the Request for Expression of Interest and with reference to the annex / annexes of the Third Party Commitment or subcontracting agreement;
- (ii) the annex / annexes showing the actual manner how the entity on whose capacity the Candidate (Candidates) is based will perform the services, including but not limited to planning and monitoring the flow of information, documents, resources and the link between the Third Party/nominated subcontractor and the Candidate (Candidates).

If the Candidate uses the capacities of other entities to demonstrate fulfilment of the minimum requirement, the supporting Third Party/Subcontractor must:

- (i) not be in one of the situations described in the Request for Expression of Interest representing grounds for exclusion;
- (ii) be enrolled in a relevant professional register or trade register, in the country of establishment
- (iii) provide evidence of the particular authorization needed for services performance
- (iv) directly perform the services for which the particular authorization is required.

If a Candidate exercises its right to participate in common with other Business Operators in the procurement procedure, in order to demonstrate the fulfilment of the minimum requirement, then it must submit an Association Agreement together with the Expression of Interest, until the communicated deadline for submission of the Expression of Interest.

OMV Petrom SA requires once the Candidate the replacement of the supporting Third Party or entity on whose capacities the Candidates relies for meeting the minimum requirement related to particular authorization needed for services performance, using as reference the conditions for participating in the procedure specified in the Request for Expression of Interest, the content of the Third Party Commitment and evidences provided by the Candidate (Candidates) as proofs for the information included in the Third Party Commitment of the Candidate on whose capacities the Candidate (Candidates) relies.

#### **4.4. Technical and/or professional capacity**

**4.4.1. Requirement related to submission of information on the proposed Subcontractor**

**Minimum qualification requirement related to “Technical and/or professional capacity”** – “submission of information on the proposed Subcontractors” is to be fulfilled by the Candidate (individual Candidate or Association of Business Operators).

Candidates shall note that OMV Petrom SA seeks to obtain information related to potential subcontracting through the Expression of Interest (see Form 2), which will be requested to be updated/reconfirmed at Stage II. All such subcontracting activities relate to the ability to deliver the services under the Contract, and such subcontracting activities shall not represent more than 40% of the services under the Contract (expressed as percentage of total number of man-hours subcontracted). Further details shall be included within the Invitation to Bid, in Stage II.

**4.4.2. Requirement related to similar experience services**

**4.4.2.1 Minimum requirement**

The minimum requirement related **similar services performed: engineering services identified in the Request for Expression of Interest, during the last 5 years calculated backwards from the Expression of Interest receiving deadline** may be fulfilled by the Candidate (individual Candidate or Association of Business Operators) with or without reliance on capacities of other entities (Third Party support).

The requirement refers to simultaneous fulfillment of the following conditions:

- (i) experience of previous projects (not solely similar projects) located in located in refineries or similarly restrictive working environments, which require for instance specific ways of work, etc. due to safety reasons;
- (ii) experience in engineering of similar or higher rated power electrical equipment projects;
- (iii) having been involved in a similar capacity in delivering engineering services for major project. By major project, the Candidate shall understand individual project of TIC (total investment cost) over EUR20,000,000 (without VAT).

Where a Candidate (Candidates) exercises its right to use the capacities of other entities to demonstrate the fulfilment of the minimum requirement, then it must submit together with the Expression of Interest, until the communicated deadline for submission of the Expression of Interest, the Third Party Commitment (unconditional undertaking) from a Third Party regarding the fulfilment of the criteria related to technical and professional capacity which includes:

- (i) a listing and description of the capacities that the respective entity makes available to the Candidate (Candidates) with reference to the minimum requirement communicated in the Request for Expression of Interest and with reference to the annex / annexes of the Third Party Commitment;
- (ii) the effective manner how the Third Party ensures OMV Petrom SA fulfilment of the obligations undertaken by the commitment, if the Candidate (Candidates) to which the support is granted becomes a Contractor and encounters difficulties during Contract performance (where capabilities included in the Third Party commitment refer to non-transferable resource);
- (iii) the annex / annexes showing the actual manner how the entity on whose capacity the Candidate (Candidates) is based will ensure the fulfilment of the commitment, including but not limited to planning and monitoring the flow of information, documents, resources and the link between the Third Party and the Candidate (Candidates).

If the Candidate uses the capacities of other entities to demonstrate fulfilment of the minimum requirement, the supporting Third Party must:

- (i) Fulfil the minimum requirement related to the “properly performed services”
- (ii) not be in one of the situations described in the Request for Expression of Interest representing grounds for exclusion;
- (iii) be enrolled in a relevant professional register or trade register, in the country of establishment;

(iv) provide evidence of the special authorization possession required for the performance of the services.

If a Candidate (Candidates) exercises its right to participate in common with other Business Operators in the procurement procedure, in order to demonstrate the fulfilment of the minimum requirement, then it must submit the Association Agreement together with the Expression of Interest, until the communicated deadline for submission of the Expression of Interest.

OMV Petrom SA may require once that the Candidate replace the supporting Third Party or entity on whose capacities the Candidates relies for meeting the minimum requirement related to properly performed services, using as reference the conditions for participating in the procedure presented by the supporting Third Party, the content of the Third Party Commitment and evidences provided by the Candidate (Candidates) as proofs for the information included in the Third Party Commitment of the Candidate on whose capacities the Candidate (Candidates) relies.

#### 4.4.2.2. Scaling Similar Experience (per association).

**Maximum score, 70% weight resulting in maximum 70 points, of which:**

**4.4.2.2.1. Maximum score, weight 40% resulting in maximum 40 points:** Experience of previous similar or higher rated power electrical equipment projects, in a similar engineering capacity, with respective Project(s) currently under an Execute phase (post Final Investment Decision being taken by respective Project Final Beneficiary)

The maximum of 40 points shall be awarded to the Candidate presenting information on previous similar or higher rated power electrical equipment projects, in a similar engineering capacity, with respective Project(s) currently under an Execute phase (post Final Investment Decision being taken by respective Project Final Beneficiary) **having the highest value.**

Qualified Candidate **with highest value of Similar Experience in Projects** currently under an Execute phase, (post Final Investment Decision being taken by respective Project Final Beneficiary) will be awarded 100 points. For the remaining qualified Candidates, the score will be attributed as follows:

- **PSimExperience<sub>MAX</sub>** = 100 \* weight 40%, score obtained by the Candidate with the highest value of Similar Experience in Projects **ValueSimExperience<sub>MAX</sub>** currently under an Execute phase (post Final Investment Decision being taken by respective Project Final Beneficiary)
- **PSimExperience<sub>N</sub>** = 100 \* weight 40%, \***ValueSimExperience<sub>N</sub>/ValueSimExperience<sub>MAX</sub>**, the score obtained by Qualified Candidate "N" with **ValueSimExperience<sub>N</sub>**

**4.4.2.2.2. Maximum score, 30% weight resulting in maximum 30 points, for experience as described:** having been involved in a similar capacity in delivering engineering services for major projects. By major project, the Candidate shall understand individual project of TIC (total investment cost) over 20 million EURO (without VAT).

The maximum of 30 points shall be awarded to the Candidate presenting information on similar capacity in delivering engineering services for major projects, individual project of TIC (total investment cost) over 20 million EURO (without VAT), **having the highest value.**

The rest of the Candidates shall receive points directly proportional with the value of project of TIC (total investment cost) over 20 million EURO (without VAT):

Qualified Candidate with highest value of Similar Experience, greater than EUR 20.000.000 will be awarded 100 points. For the remaining qualified Candidates, the score will be attributed as follows:

- **PSimExperience<sub>MAX</sub>** = 100\* weight 30%, score obtained by the Candidate with the highest value of similar capacity in delivering engineering services for major project, **ValueSimExperience<sub>MAX</sub>**.
- **PSimExperience<sub>N</sub>** = 100\*weight 30%, **ValueSimExperience<sub>N</sub>/ValueSimExperience<sub>MAX</sub>**, the score obtained by Qualified Candidate "N" with **ValueSimExperience<sub>N</sub>**

#### 4.5. Average annual turnover.

##### Maximum score, weight 30% resulting in maximum 30 points

The **Base level (minimum qualification requirement, minimum annual turnover, required from the Supplier for the last 3 closed financial years (for example, 2022, 2023, 2024) has to be equal or greater to 1.500.000 (one million five hundred thousand) EURO (without VAT). Those Candidates showing a global average turnover, which is (compared to the minimum amount indicated for this requirement in Instructions to the Bidders – EUR 1,500,000):**

Those Candidates showing a global average turnover, which is (compared to the minimum amount indicated for this requirement in Instructions to the Bidders – EUR 1,500,000):

- a) less than the minimum required: will be disqualified, with the qualification "**MINIMUM REQUIREMENT NOT FULFILLED**";
- b) equal to the minimum required: will receive the qualification "**MINIMUM REQUIREMENT FULFILLED**", but will not receive additional points;
- c) greater than the minimum required: will receive "**MINIMUM REQUIREMENT FULFILLED**", and:
  - if greater than the EUR7.000.000: will receive the "**MINIMUM REQUIREMENT FULFILLED**", 30 points, and will not receive additional points
  - if greater than EUR 1.500.000 lower than EUR7.000.000 will receive additional points as described below.
    - **PTurnover<sub>MAX</sub>** = 100\*weight 30%, score obtained by the Candidate with the highest Average Turnover among the Candidates, greater than EUR 1.500.000
    - **PTurnover<sub>N</sub>** = 100\*weight 30%\*Turnover<sub>N</sub>/Turnover<sub>MAX</sub>, the score obtained by Qualified Candidate "N" with Turnover<sub>N</sub> greater than EUR 1.500.000

For financial statements expressed in currencies other than EUR, the annual average exchange rate EUR/currency communicated by the Central European Bank, <http://www.ecb.europa.eu> shall be used.

If an association of bidder submits a bid, then the economic and financial capacity shall be demonstrated by pooling resources of all the association members.

To demonstrate the fulfilment of the minimum qualification requirement, any economic operator that is a Candidate or a member of the Association can rely on the resources of other entities, such as Third Party Support, within the economic interest group that it is part of.

To demonstrate the fulfilment of the requirement, Candidates shall submit:

- (i) copies of the annual financial statements registered with the competent authorities, resulting in global average annual turnover for the last 3 closed financial years (for example, 2022, 2023, 2024) of minimum: 1,500,000 EURO. The documents/evidence presented by the Candidates may include, for example, reports and financial statements related to the last 3 fiscal years/extracts from financial reports/audit reports or any other relevant documents in support of the requested average annual turnover.
- (ii) If an Association of business operators shall submit a common bid, then the economic and financial capacity shall be demonstrated by pooling the resources of all the Association members.
- (iii) **FORM 5** - Statement on the Global average annual turnover in the last 3 years, by filling in the template provided in Annex II: Forms for the submission of the Expression of Interest of this Scope of Work;

For financial statements expressed in currencies other than EUR, the annual average exchange rate EUR/currency communicated by the Central European Bank, <http://www.ecb.europa.eu> shall be used.

Where a Candidate (Candidate) exercises its right to use the capacities of other entities to demonstrate the fulfilment of the minimum requirement, then it must submit together with the Expression of Interest, until the communicated deadline for submission of the Expression of Interest, Third Party Commitment (unconditional undertaking) from a Third Party regarding the fulfilment of the criteria related to economic and financial capacity which includes:

- (i) a listing and description of the capacities that the respective entity makes available to the Candidate (Candidate) with reference to the minimum requirement communicated in the Request for Expression of Interest and with reference to the annex / annexes of the Third Party Commitment;
- (ii) the effective manner how the Third Party ensures OMV Petrom SA fulfilment of the obligations undertaken by the commitment, if the Candidate (Candidate) to which the support is granted becomes a Contractor and encounters difficulties during Contract performance (where capabilities included in the Third Party commitment refer to non-transferable resource);
- (iii) the annex / annexes showing the actual manner how the entity on whose capacity the Candidate (Candidate) is based will ensure the fulfilment of the commitment, including but not limited to planning and monitoring the flow of information, documents, resources and the link between the Third Party and the Candidate (Candidate).

## 5. Evaluation of Expression of Interest and Selection of Candidates

### 5.1. Clarifications to and acceptance of the Expression of Interest

During the evaluation of Expression of Interest, OMV Petrom SA may ask any Candidate for clarifications. If a Candidate does not provide the requested clarifications by the date and time set in the OMV Petrom SA's Request for Clarification, its Expression of Interest may be considered unacceptable.

Any clarification submitted by a Candidate that is not in response to a request by OMV Petrom SA shall not be considered. OMV Petrom SA's Request for Clarification and Candidate's response shall be **in writing**. No change in the substance of the Expression of Interest shall be sought, offered, or permitted. OMV Petrom's determination of an Expression of Interest responsiveness is to be based on the contents of the Expression of Interest itself.

An acceptable Expression of Interest is one that meets the minimum qualification requirements without material deviation, nonconformity, or omission. A material deviation, nonconformity, or omission is one that if rectified, would unfairly affect the competitive position of other Candidates presenting a responsive Expression of Interest.

If An Expression of Interest is not substantially responsive, it may not be considered by OMV Petrom SA and may not subsequently be made responsive by correction.

For the evaluation of Expression of Interest:

- (i) The requirements related to exclusion grounds of the Request for Expression of Interest are to be verified for each Candidate involved in any and all of the received Expression of Interest based on the evidence submitted by the Business Operators;
- (ii) The requirements related to suitability to pursue the professional activity specified Suitability to Pursue the Professional Activity of the Request for Expression of Interest are to be verified for each Candidate involved in any and all of the received Expression of Interest based on the evidence submitted by the Business Operators;
- (iii) Minimum qualification requirements specified in Economic and financial situation within the Request for Expression of Interest must be verified for each Candidate (Individual Candidate or Group of Business Operators) involved in a received Expression of Interest, based on evidence submitted by the Candidate, also taking into account the information included in the Expression of Interest by the Third Party Support, if applicable;
- (iv) The minimum qualification requirements specified under Technical and/or professional capacity of the Request for Expression of Interest are to be verified for each Candidate (individual Candidate

- or group of Business Operators) involved in a received Expression of Interest based on the evidence submitted by the Candidate within the Expression of Interest and with consideration of information included in Expression of Interest by the Third Party Supporting Entity, if so the case;
- (v) The minimum qualification requirements specified under Quality assurance and environmental protection standards of the Request for Expression of Interest are to be verified for each Candidate (individual Candidate or group of Business Operators) involved in a received Expression of Interest based on the evidence submitted by the Candidate.

All Expression of Interest which demonstrate through the submitted evidence the fulfilment of minimum qualification requirements leads to the qualification of the Candidates submitting that Expression of Interest.

Further, the selection criteria and the selection mechanism specified under **Limitations on the number of Business Operators** who will be invited to tender or to participate of the Request for Expression of Interest are to be applied for the selection of the Candidates.

The selection criteria are applied in connection with the information provided by the Candidates (individual Candidate or group of Business Operators) in the Expression of Interest under the headline:

- I. **Economic and financial situation;**
- II. **Technical and/or professional capacity.**

## 5.2. Evaluation of Expression of Interest

The ranking will be based on the total score, in descending order, obtained by each Expression of Interest. The selection mechanism for the Stage II of the Procurement Process is based on the assessment of the **similar experience** (in the field of activities included in the similar experience required), fully respecting the definition set for the relevant similar experience, as identified in the Request for Expression of Interest. The scaling details are presented below.

Information below is an integral part of the Request for Expression of Interest and provides complete and detailed information on the selection mechanism for limiting the number of Candidates.

## 5.3. Description of the Selecting of Candidates mechanism

**Candidates' selection** for Stage II of the Procurement Procedure is based on the combined selection criteria, as presented in the table below:

<b>Selection Criteria</b>	<b>Score per criteria (points)</b> Each score will be calculated with only one decimal	<b>Weight</b>
<b>1. The Candidate's average global turnover</b> for the last 3 closed financial years (for example, 2022, 2023, 2024)	<b>Maximum 30 points</b>	<b>30%</b>
<b>2. The Candidate's Technical Qualifications: Similar Experience</b>	<b>Maximum 70 points, of which</b>	<b>70%</b>
2.1 Similar rated or higher power electrical equipment projects experience, in a similar engineering capacity within projects under Execute phase (post Final Investment Decision being taken by respective Project Final Beneficiary);		40
2.2 Having been involved in a similar capacity in delivering engineering services for major project. By major project, the Candidate shall understand individual project of TIC (total investment cost) over 20 million EURO (without VAT);		30
	<b>Maximum 100</b>	

Information will be obtained from the Expression of Interest and the supporting documents submitted by the Candidate upon request.

The total score will be calculated using the formula:

**Total Score = Total Points for 1 + Total Points for 2, where:**

**Total Points for 2 = Points for 2.1. + Points for 2.2.**

The maximum number of points a Candidate can get is **100 points**.

The ranking will be based on the total score, in descending order, obtained by each Expression of Interest.

#### **5.4. Situations which lead to the rejection of the Expression of Interest**

The Expression of Interest is considered to be **non-compliant** if:

- i. The Candidate is subject to one of the exclusion situations included in the Request for Expression of Interest, under headline Requirements related to exclusion grounds;
- ii. The Candidate is subject to one of the national legislation (as applicable) exclusion grounds foreseen for the Contracting Entity, as included in the Request for Expression of Interest under headline Requirements related to national legislation (as applicable) exclusion grounds foreseen for the Contracting Entity;
- iii. The Candidate does not meet the qualification requirements established by the Contracting Entity.

The Expression of Interest is deemed **unacceptable** in the following situations:

- i. it was submitted by a Candidate who does not meet one or several of the qualification criteria established in the Tender Documents or it did not fill in the Expression of Interest in accordance with the requirements of the Contracting Entity;
- ii. it has been received by OMV Petrom SA after the deadline set forth for in the Request for Expression of Interest and/or
- iii. at any time, during the period of evaluation thereof the Candidate refuses to extend the validity period of the Expression of Interest;

#### **5.5. Confidentiality of the evaluation process**

Information related to the evaluation of Expression of Interest will not be disclosed to Candidates or any other persons not officially concerned with such process until communication of the results of the qualification and selection stage is communicated to all Candidates.

Any attempt by a Candidate to approach any member of the Evaluation Committee or employee/consultant of OMV Petrom SA directly during the evaluation period will be considered legitimate grounds for disqualifying the Expression of Interest.

From the time of Expression of Interest accessing/ opening to the time of notification of the selection process results, if any Candidate wishes to contact OMV Petrom SA on any matter related to the qualification and selection process, it may do so in writing using the contact coordinates provided in the Request for Expression of Interest.

#### **5.6. Notification of selection process results**

OMV Petrom SA shall finalize the evaluation and shall notify the Candidates upon their Expression of Interest being selected, at the contact points indicated by the Candidates in writing.

At the same time, OMV Petrom SA shall also notify the other Candidates on the results of the Stage I of the Tender.

Only Candidates on the first 5 places will receive an Invitation to participate in the Stage II of the procedure, invitation which will be submitted to the selected Candidates using electronic means of communication with acknowledgment of receipt.

Details on how to proceed with Stage II of the procedure will be included in the Invitation to Participate in the Stage II of the procedure.

**COMPETITIVE PROCEDURE FOR SIGNING OF CONTRACT FOR ENGINEERING SERVICES**

under

the **PROJECT: CONSTRUCTIONS, FOUNDATIONS, BUILDINGS, METAL STRUCTURES AND RELATED WORKS FOR THE INSTALLATION OF AN ELECTRIC MAIN AIR BLOWER DRIVER**

**ANNEX 2 STAGE I FORMS TO BE USED IN ISSUING THE EXPRESSION OF INTEREST**

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name, including the Project]*

## Form No. 1: Company Data and Statements ENGINEERING SERVICES

Please use this form to answer each question; after responding to all questions, as part of your Expression of Interest. Where the questions has options with YES and NO, please highlight the correct answer; As well please note that requested documents shall be uploaded separately on forms provided or own forms.

### 1. Company data

1.1 Full Company name; Business operating address - street, city, state/province, country, postal code:

1.2 Contact person (name, telephone number, e-mail):

1.3 Please **attach an approved power of attorney of the senior representative**, stating that she/he is authorized to act and sign on behalf of the company:

1.4 General Presentation of the Company (Please attach a general presentation of the Company)

1.5 Company Structure. Please **attach Company structure** (ownership structure, subsidiaries, joint ventures and shared companies...)

1.6 Parent Company Details:

1.7 Is the economic operator participating in the procurement procedure together with others?

**YES**

**NO**

If yes, list all members of a consortium or alliance, including declaration of leader of Association (if the Expression of Interest for participation in this tendering process is submitted on behalf of a association or alliance, list all member companies of the consortium or alliance, and specify for each the full and official company name, commercial registration details, full postal address)

1.8 Does the economic operator rely on the capacities of other entities in order to meet the qualification and selection criteria set out under the Request for Expression of Interest?

**YES**

**NO**

1.9 Does the economic operator intend to subcontract any share of the contract to third parties?

**YES**

**NO**

If yes and in so far as known, please use Form 2 to provide details.

1.10 Contracts with OMV Petrom will be in English, subject to Romanian law. Confirm willingness to enter into a commitment subject to Romanian law.

**YES**

**NO**

1.11 The deliverables under the Contracts with OMV Petrom shall be prepared and delivered to OMV Petrom in both Romanian and English. Confirm willingness to enter into a Contractual commitment whereby you accept to issue the deliverables in both Romanian and English.

**YES**

**NO**

1.12 Is the Candidate in possession of all necessary licenses, clearances, registrations and other qualifications required to execute the services.

**YES**

**NO**

If yes and in so far as known, please detail and provide copies of relevant documents.

1.13 Is the Candidate in possession of all necessary ANRE, ISCIR, ISU, INSEMEX, MLPAT (for employees or subcontractors, if any) assigned to the project?

**YES**

**NO**

If yes and in so far as known, please detail and provide copies of relevant documents.

## 2. Information related to Exclusion grounds

### 2.1. Participation in a criminal organization

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for participation in a criminal organization, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

### 2.2. Corruption

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for corruption, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

### 2.3. Fraud

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for fraud, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

YES

NO

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

#### 2.4. Terrorist offences or offences linked to terrorist activities

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for terrorist offences or offences linked to terrorist activities, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

YES

NO

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

#### 2.5. Money laundering or terrorist financing

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for money laundering or terrorist financing, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

YES

NO

If this information is available at no cost, online, please indicate source:

#### 2.6. Child labor and other forms of trafficking in human beings

Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for child labor and other forms of trafficking in human beings, by a conviction rendered at the most five years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

**2.7. Sanctions stipulated in EU Council Regulation No. 833/2014 and export controls/trade sanctions laws**

2.7.1. Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for breaching of provisions of EU Council Regulation No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as subsequently amended?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

2.7.2. Has the economic operator itself or any person who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein been the subject of a conviction by final judgment for breaching of applicable anti-corruption and "Trade Laws"? "Trade Laws" means all applicable EU laws, regulations, and orders imposing trade sanctions on countries, individuals, or entities and/or regulating the export, re-export, import, transfer, disclosure, provision, or end use of Items.

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

**2.8. Has the bidder / member of an association / subcontractor (if applicable) has met all its obligations relating to the payment of state and local taxes and social security contributions, both in the country in which it is established and in Member State of the OMV Petrom SA if other than the country of establishment?**

**YES**

**NO**

**2.9.** Has the bidder / member of an association / subcontractor (if applicable), to its knowledge, breached its obligations in the fields of environmental, social and labor law?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

**2.10.** Is the bidder / member of an association / subcontractor (if applicable) in any of the following situations?

2.10.1. Bankrupt?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

2.10.2. The subject of insolvency or winding-up proceedings?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

2.10.3. In an arrangement with creditors?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

2.10.4. In any analogous situation arising from a similar procedure under national laws and regulations

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

2.10.5. Having its assets are being administered by a liquidator or by the court?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

2.10.6. Suspended business activities?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

2.11. Is the bidder / member of an association / subcontractor (if applicable) guilty of grave professional misconduct?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

2.12. Has the bidder / member of an association / subcontractor (if applicable) entered into agreements with other Candidates aimed at distorting competition?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

- 2.13.** Is the bidder / member of an association / subcontractor (if applicable) aware of any conflict of interest due to its participation in the procurement procedure? A conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest.

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

- 2.14.** Has the bidder / member of an association / subcontractor (if applicable) entered into agreements with other Candidates aimed at distorting competition?

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

- 2.15.** Has the bidder /member of an association experienced that a prior contract, a prior contract with OMV Petrom SA or a prior concession contract suffered industrial disputes\* and litigation, arbitration, or other dispute during the execution of that prior contract? \*Industrial disputes meaning: a temporary show of dissatisfaction by employees — especially a strike or slowdown or working to rule

**YES**

**NO**

If involved in any activity identified, what is the final resolution?

If the relevant documentation is available electronically, please indicate: [web address, issuing authority or body, precise reference of the documentation]

### 3. HSSE & Contractors' Management

Please note that a set of standard HSSE Questionnaire will be sent to you in ARIBA, if you will be selected to participate under Stage II of this procedure. These will be received through Ariba, to be filled in and uploaded in ARIBA: Does your Company agree to this policy?

YES

NO

#### 4. Code of Conduct

OMV Company is committed to a Code of Conduct that is listed as Annex to this Prequalification Questionnaire.

Does your Company agree to this policy? And will you company available for a code of compliance audit if required?

YES

NO

Name of the signatory .....

Capacity of the signatory .....

Signature .....

*[of the person or persons authorized to sign on behalf of the Candidate]*

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name, including the Project]*

## Form No. 2: List of potential Subcontractors

*[The following table shall be filled in by the Bidder]*

I, the undersigned, ..... (name and surname legal representative), legal representative/empowered of ..... (the name of the business operator), as Bidder in the competitive procedure *within the project* ".....", **I declare that I intend to subcontract** part of the activities to achieve the purpose of the Contract, as follows:

Name and identification data of potential subcontractors	Activity intended to be subcontracted	Percentage of subcontracting (%)
<b>Total percentage of subcontracting: ..... %</b>		

Name of the signatory .....

Capacity of the signatory .....

Signature .....

*[of the person or persons authorized to sign on behalf of the Candidate]*

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name, including the Project]*

**Form No. 3: Statement on Bidder's own responsibility regarding the personal status of the Bidder**

I, the undersigned, ..... (*name and surname legal representative*), legal representative/empowered of ..... (*the name of the business operator*), as the Bidder / Subcontractor of the Bidder in the competitive procedure within the project \_\_\_\_\_, I declare on my own responsibility that the Bidder/Subcontractor of the Bidder:

- **did not breach any payment obligation** in regard of taxes, fees or contributions due to the state budget of the country in which the bidder resides, respectively it has no outstanding debts;
- **was not** convicted by a final court decision for committing one of the following offenses:
  - setting up an organized criminal group;
  - corruption offenses;
  - fraud.;
  - acts of terrorism;
  - money laundering;
  - trafficking and exploitation of vulnerable persons;
- **does not find itself** in insolvency proceedings or in liquidation, in judicial supervision or in cessation of activity;
- **did not** commit a serious professional misconduct that would call into question its integrity;
- **it is not** on the exclusion lists of business operators published by international financial institutions.

Also, we declare that we have acknowledged the provisions of art. 326 "False statements" of the Criminal Code referring to the fact that "Inaccurate declaration of truth made to one of the persons referred to in art. 175 or to an unit in which it operates in order to produce legal consequences for itself or for another, when, according to law or the circumstances, the declaration serves to produce those consequences, is punished with imprisonment between three months to two years or a fine."

Name of the signatory .....

Capacity of the signatory .....

Signature .....

*[of the person or persons authorized to sign on behalf of the Bidder/Subcontractor]*

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name, including the Project]*

**Form No.4: Sworn statement**

**regarding the compliance with the provisions of EU Council Regulation No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended**

Date: *[the day, month, year shall be inserted]*

I, the undersigned, ..... *[the name of the authorized representative shall be inserted]*, authorized representative of ..... *[the name / address of the company shall be inserted]*, declare under honour that there is no Russian involvement in the bid submitted in the current competitive procedure within the project \_\_\_\_\_, that exceeds the limits set in the EU de Council Regulation No. 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, as amended.

In particular, I declare that:

- a) the company I represent (and none of the companies which are members of our consortium) is not a Russian national, or a natural or legal person, entity or body established in Russia;
- b) the company I represent (and none of the companies which are members of our consortium) is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in point (a) of this paragraph;
- c) neither I nor the company represent is a natural or legal person, entity or body act on behalf or at the direction of an entity referred to in point (a) or (b) above;
- d) there is no participation of over 10% of the Contract value of subcontractors, suppliers or entities whose capacities the company I represent relies on by entities listed in points (a) to (c).

Also, we declare that we have acknowledged the provisions of art. 326 "False statements" of the Criminal Code referring to the fact that "Inaccurate declaration of truth made to one of the persons referred to in art. 175 or to an unit in which it operates in order to produce legal consequences for itself or for another, when, according to law or the circumstances, the declaration serves to produce those consequences, is punished with imprisonment from three months to two years or a fine."

Name of the signatory .....

Capacity of the signatory .....

Signature .....

*[of the person or persons authorized to sign on behalf of the Bidder/Subcontractor]*

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name, including the Project]*

#### Form No. 5: STATEMENT ON THE AVERAGE ANNUAL TURNOVER

I, the undersigned, ..... (name and surname legal representative), legal representative/empowered of ..... (the name of the business operator), as Bidder / Subcontractor of the Bidder at the competitive procedure within the project \_\_\_\_\_, I declare on my own responsibility that, under the penalties in force for forgery of public documents, that the data in the table below is real.

Year	Turnover and currency	Turnover EUR equivalent
<b>The average annual turnover</b>		

For financial statements expressed in currencies other than EUR, the annual average exchange rate EUR/currency communicated by the Central European Bank, <http://www.ecb.europa.eu> shall be used.

#

Name of the signatory: .....

Capacity of the signatory: .....

Signature: .....

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

*\*)Annex to this Statement, include the financial statements for the last 3 closed fiscal years,*

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name, including the Project]*

### Form No. 6: STATEMENT ON SIMILAR EXPERIENCE

I, the undersigned, ..... (*name and surname legal representative*), legal representative/empowered of ..... (*the name of the business operator*), as Bidder / Subcontractor of the Bidder in the competitive procedure *within the project* ....., I declare on my own responsibility that, under the penalties in force for forgery of public documents, that the data in the table below is real:

Reference no. _____*)	
Estimated TIC (Total Investment Cost) of referenced Project	
Client Company and details of contact person (name, contact details):	
Role in the contract (contractor, associate, subcontractor, etc.)	
Project description:	
Country Location:	
Contract Duration (start-finish):	
Value of Contract (EURO):	
Type of Technology (accurate)	
Type of services performed	
Personnel provided by company or add. personnel by subcontractor	
In case: name of subcontractor	

\*) *Description of the delivered services proving unequivocally that they represent:*

- (i) *one form each per contract cited as Similar Experience;*
- (ii) *experience of previous projects (not solely similar projects) located in refineries or similarly restrictive working environments, which require for instance specific ways of work, etc. due to safety reasons;*
- (iii) *experience in similar or higher rated power electrical equipment projects within engineering phases*
- (iv) *having been involved in a similar capacity in delivering engineering services for major projects. By major project, the Candidate shall understand individual project of TIC (total investment cost) over 20 million EURO (without VAT).*

Name of the signatory: .....

Capacity of the signatory: .....

Signature: .....

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

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name, including the Project]*

## Form No. 7: NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (hereinafter, the "Agreement") is executed by and among:

**OMV PETROM S.A.**, a company organized under the laws of Romania, and having its principal place of business at 22 Corailor Petrom City, 1st District Bucharest – Romania (hereinafter referred to as "**PETROM**"),

**And:**

[\_\_\_\_], a company organized under the laws of [\_\_\_\_], having its registered office at [\_\_\_\_], (hereinafter referred to as "**SUPPLIER**"),

PETROM, and [\_\_\_\_] are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**". Each Party will be defined as „Disclosing Party“ when disclosing and „Receiving Party“ when receiving Confidential Information under this Agreement

### WHEREAS:

The Parties intend to share mutually certain business, technical or commercial, financial, operational or other information of a confidential and/or proprietary nature, whether written or oral, and including, but not limited to ideas, concepts, methods etc., obtained or gained access to from the Disclosing Party relating to the project concerning \_\_\_\_\_, herein further referred to as "**the Project**".

The Parties will exchange certain confidential and proprietary information, and the Parties intend to share Confidential Information (as defined below) which the Parties agree to protect from any unauthorized use or communication as applicable.

Having regard to the aforesaid, the Parties hereby agree as follows:

### ARTICLE 1. Definitions

For the purpose of this Agreement, the following words and expressions shall have the meanings defined hereunder:

- 1.1 Affiliate(s): means, with respect to either Party, any entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with that Party, "control" being defined as the direct or indirect power to exercise more than half of the voting rights of the concerned entity, the power to appoint more than half of the members of the supervisory board, board of directors or bodies legally representing the entity, or the right to manage its affairs.
- 1.2 Authorized Representatives: means the Receiving Party's officers, directors and employees and the Receiving Party's affiliates.
- 1.3 Confidential Information: means any information or data that the Receiving Party receives or otherwise obtains from the Disclosing Party pursuant to this Agreement, regardless of its nature (technical, industrial, commercial, financial etc.), whether in writing or electronically exchanged, and the means through which it was obtained (e.g. observed during an on-site visit), including any

information on products, their formulas, manufacturing process, uses, as well as samples, and any analysis, notes and other documents prepared by the Receiving Party which use or contain Confidential Information of the Disclosing Party.

1.4 Disclosing Party(ies): means the Party or Parties that provide(s) Confidential Information to another Party or to the other Parties.

1.5 Receiving Party: means the Party or Parties that receive(s) Confidential Information from another Party or to the other Parties.

## **ARTICLE 2. Confidentiality obligations**

2.1 The Receiving Party shall preserve the confidential nature of the Disclosing Party's Confidential Information and shall consequently:

- not use, nor reproduce Confidential Information for any other purpose other than to perform the Projects and accomplish the purpose, as applicable.
- not publish, nor disclose Confidential Information to any third party, except with the prior written consent of the Disclosing Party;
- only disclose Confidential Information to its Authorized Representatives, OMV PETROM S.A. contractors employed or otherwise engaged in the implementation of the Project, without Disclosing Party's consent, who have a need to know to perform the Project and accomplish the purpose, as applicable, and who (i) are fully aware of the obligations contained in this Agreement and (ii) are bound by confidentiality obligations no less restrictive as those set forth in this Agreement;
- not make any de-compilation, disassembly, de-formulation or reverse-engineering of all or part of Confidential Information, except with the prior written consent of the Disclosing Party;
- not use, nor disclose all or part of Confidential Information in filing patent application or any other intellectual property rights, except with the prior written consent of the Disclosing Party;
- notify the Disclosing Party of any actual or suspected unauthorized use or disclosure of Confidential Information of which the Receiving Party becomes aware;

2.2 Furthermore, the Parties shall not disclose to any third-party, other than its Authorized Representatives, OMV PETROM S.A. contractors employed or otherwise engaged in the implementation of the Project, the existence and the content of this Agreement and of the Project.

## **ARTICLE 3. Exceptions to the confidentiality obligations.**

The obligations set forth in Article 2 shall not apply to information that the Receiving Party is able to prove that it:

- was or became public information other than through any breach of this Agreement by the Receiving Party;
- was already in the possession of the Receiving Party at the time it was disclosed by the Disclosing Party;
- has been rightfully received by the Receiving Party from a third party entitled to disclose such information;
- has been independently developed by the Receiving Party without access to the Confidential Information of the Disclosing Party.

3.1 Specific information shall not be deemed subject to any of the foregoing exceptions merely because it is embraced by more general information subject to one or more of such exceptions, nor shall specific combinations of information be deemed subject to any of the foregoing exceptions merely because the individual items which make up the combination are embraced by one or more of such exceptions.

3.2 The Receiving Party may also disclose Confidential Information when required by law, or by any governmental authority or court. In such case, the Receiving Party (i) shall give prompt notice to the Disclosing Party of such disclosure request in order to enable the Disclosing Party to take measures

to prevent or limit such disclosure or to limit its consequences; (ii) limit the disclosure of Confidential Information to the minimum extent possible.

#### **ARTICLE 4. Proprietary rights on Confidential Information**

All Confidential Information remains the property of the Disclosing Party, subject to the rights of any third party. The disclosure of Confidential Information and the signing of this Agreement do not imply in any way the assignment of industrial or intellectual property rights or any other right or license, express or implied, on Confidential Information or any other items (material, invention, discoveries) to which they refer.

#### **ARTICLE 5. No obligation to disclose**

The Disclosing Party will divulge at its discretion to the Receiving Party the Confidential Information which it considers necessary for the Project. Neither the Agreement nor disclosure of Confidential Information shall constitute or imply any promise or intention to make any promise or intention to enter into any other contractual relationship.

#### **ARTICLE 6. Personal data protection**

The Parties undertake to comply with any laws and regulations applicable to personal data protection.

#### **ARTICLE 7. Ethics and compliance**

In performing this Agreement, the Parties undertake to comply with any applicable law and regulation, and namely those relating to:

- the fight against corruption and influence peddling.
- export control. In this respect, the Parties represent and warrant that they are fully aware of the commercial and financial export restrictions imposed on certain countries by the European Union, the United States of America and the United Nations notably, and targeting individuals, legal entities or products ("Export Restrictions"). The Parties undertake to comply with Export Restrictions at all time, and not to send any product samples under this Agreement to individuals or legal entities featuring on sanctioned party lists drawn-up by the European Union, the United States of America and the United Nations notably.

#### **ARTICLE 8. Disclaimer of warranty**

8.1. All Confidential Information are provided "AS IS", without any warranty, whether express or implied, including regarding its accuracy, fitness for a particular purpose or freedom to operate, except that the Disclosing Party is duly entitled to disclose the information.

8.2 The Receiving Party shall be responsible and liable for its use of Confidential Information, including samples.

#### **ARTICLE 9. Liability**

The Receiving Party shall be liable for damages arising from any breach of this Agreement by the Receiving Party and any of its Authorized Representatives or any third-party having access to the Confidential Information under this Agreement.

#### **ARTICLE 10. Term**

10.1 This Agreement shall be effective on the date of last signature and shall expire 12 months thereafter. However, the obligations relating to confidentiality and restriction of use set out in this Agreement shall remain in force for a period of ten (10) years following its expiration.

10.2 Notwithstanding the foregoing, regarding Confidential Information clearly identified by the Disclosing Party as being a know-how or a trade secret, those obligations shall remain in force until such information are made public by the Disclosing Party.

#### **ARTICLE 11. Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Romania and the Parties hereto submit to the exclusive jurisdiction of the courts of Bucharest, Romania.

**ARTICLE 12. Miscellaneous**

12.1 Transfer of the Agreement: No Party may assign nor transfer any of its rights or obligations under this Agreement to any third party unless with the prior written consent of the other Party.

12.2 No waiver: The failure of any of the Parties to enforce at any time or for any period of time any of the provisions of this Agreement shall not constitute a waiver of such provisions.

12.3 Entire Agreement: This Agreement and any of its annexes constitutes the entire agreement between the Parties hereto relating to the subject matter hereof. The provisions of this Agreement may be amended only upon the mutual written consent of the Parties hereto

12.4 Severability: Should one or several provisions of this Agreement be or become invalid, this Agreement shall not be terminated; instead the invalid provisions will be modified or deleted to the extent required to conform to applicable law, and adjustments to the other provisions shall be made if necessary to re-establish the equilibrium of this Agreement initially intended by the Parties.

This Agreement shall be executed by the duly entitled representatives of the Parties.

**OMV PETROM**

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Name :

Title :

Date :

**SUPPLIER**

---

Name :

Title :

Date :

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name, including the Project]*

### **Form no. 8: Agreement on personal data protection**

I, the undersigned, ..... (*name and surname legal representative*), legal representative/empowered of ..... (*the name of the business operator*), as Bidder / Subcontractor of the Bidder in the competitive procedure *within the project* \_\_\_\_\_, declare that:

Notwithstanding any other provisions hereunder, national data protection laws and the General Data Protection Regulation (GDPR) EU 2016/679 (as amended) shall apply to this Agreement as legally prescribed. Each party shall use and ensure that the persons / entities referred to the Receiving Party use, all personal data of the disclosing party or of third disclosing parties exclusively for the purposes of performing the Contract.

The Disclosing Party confirms that it is authorized to provide the receiving party with the disclosed personal data.

In the case of transfer of personal data outside the European Economic Area (EEA), the data exporter and the data importer shall sign module 1 (controller – controller) of the EU standard contractual clauses of the European Commission dated June 27, 2021.

If one party acts as data processor pursuant to the applicable data protection laws, the parties shall enter into a data processing agreement in accordance with the legal requirements of art. 28 GDPR or an equivalent thereto in order to ensure legal compliance with respect to such data processing.

In the case of transfer of personal data outside the European Economic Area (EEA), the module 2 of the EU standard contractual clauses (controller – processor) of the European Commission as of June 27, 2021, must be signed and agreed by the data exporter and data importer.

If during the disclosure of Confidential Information, the Receiving Party acting as a processor intends to transfer personal data to third parties, the receiving party shall request the prior confirmation of the Disclosing Party. In addition, if those third parties act as processors by the party receiving personal data, those entities shall enter into substantially identical data processing agreements in accordance with and to the extent required by this clause. The Receiving Party shall not transfer or process any personal data from or outside the European Economic Area (EEA) without signing and/or procuring beforehand that the third party enters into and complies with module 3 of the EU Standard Contractual Clauses as of June 27, 2021 (processor– processor).

Upon completion of the disclosure of Confidential Information, the Receiving Party shall, upon written request by the Disclosing Party (acting reasonably), destroy or return to the Disclosing Party all received personal data as well as the results of the processing of such data and shall delete all copies thereof, except for any data retention due to statutory retention obligations. During the Contract, the Receiving Party shall: (i) keep personal data of the Disclosing Party protected by state-of-the-art security measures and (ii) restrict access to trained staff that is committed to appropriate confidentiality obligations.

Name of the signatory: .....

Capacity of the signatory: .....

Signature: .....

*[of the person or persons authorized to sign on behalf of the Bidder/Subcontractor]*

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name, including the Project]*

### **Form No. 9: Third Party Commitment (unconditional undertaking) related to financial support of the Candidate**

#### **To: OMV PETROM SA**

With respect to the public procurement procedure organized by OMV PETROM SA as Contracting Entity for the award of the Contract ..... *[contract name / details to be included]*, for which the Contract notice No. .... *[Contract notice number to be inserted]* / *[date]*..... was published,

**The undersigned**, ..... *[insert full name of entity providing Third Party support]*, having our headquarters located at ..... *[insert the full address, phone number, fax, email of the entity providing Third Party support]*, Sole Registration Number (fiscal code): ..... *[insert information]*, registered with Trade Register Office or equivalent under no: ..... *[insert information]* and legally represented by ..... *[insert the names of person(s) authorized to sign on behalf of the entity providing Third Party support]*, **firmly, unconditionally and irrevocably undertake to** make available to.....*[complete name of Candidate / Association for which the support is granted to be included]* (hereinafter, the "**Candidate**") all the financial resources necessary in order to ensure the full, timely and correct completion of all the contractual obligations undertaken by the Candidate in accordance with the submitted offer and with the Contract that will be signed between the Candidate and the Contracting Entity. Resource availability will be made unconditionally, depending on the needs that arise during the Contract performance.

In this respect, we firmly, unconditionally and irrevocably undertake to put at the disposal of the Candidate the amount of ..... *[insert total value/amount]*, necessary for the full, timely, regulatory and correct completion of the Contract to be concluded in accordance thereto.

The undersigned, ..... *[insert full name of entity providing Third Party support]*, declare and acknowledge hereby that we understand to be liable towards the Contracting Entity for (i) the non-performance by the Candidate of any of the obligations undertaken by the Candidate under the Contract respectively and for (ii) any and all damages incurred by the Contracting Entity due to such Candidate's failure to observe its obligations or to the undersigned's failure to observe any of our obligations mentioned herein as jointly liable person (in Romanian, *fideiutor*), and definitively and irrevocably waive any benefits of order and preliminary distraint (in Romanian, *beneficiul diviziunii si beneficiul discutiei*) in this respect. The undersigned, ..... *[insert full name of entity providing Third Party support]*, declare that we waive definitively and irrevocably all rights to invoke a non-performance exception, both towards the Contracting Entity as well as towards the Candidate, that may lead to the total or partial non-performance, delayed or inadequate performance of the obligations undertaken by us through this Commitment. This Commitment shall continue in force notwithstanding any alterations to or delegations from the Contract until all of the Candidate's obligations thereunder have been fulfilled or Contract is completed or terminated. The granting of our financial support does not involve any additional costs for the Contracting Entity except for those included in the Financial Proposal to be submitted by the Candidate.

#### **Legal base**

This document represents our firm commitment, giving the OMV PETROM SA , the right to directly legitimately request the fulfillment by us of certain obligations arising from the offered support.

*[insert full name of entity providing Third Party support]*

Signature of Legal Representative of the entity providing Third Party support \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Capacity of Signatory \_\_\_\_\_

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name, including the Project]*

**Form No. 10: Third Party Commitment (unconditional undertaking) related to technical and professional support**

**To: OMV PETROM SA**

With respect to the public procurement procedure organized by OMV PETROM SA as Contracting Entity for the award of the Contract ..... *[contract name / details to be included]*, for which the Contract notice No. .... *[Contract notice number to be inserted]* / *[date]*..... was published,

**The undersigned**, ..... *[insert full name of entity providing Third Party support]*, having our headquarters located at ..... *[insert the full address, phone number, fax, email of the entity providing Third Party support]*, Sole Registration Number (fiscal code): ..... *[insert information]*, registered with Trade Register Office or equivalent under no: ..... *[insert information]* and legally represented by ..... *[insert the names of person(s) authorized to sign on behalf of the entity providing Third Party support]*, **firmly, unconditionally and irrevocably undertake to** make available to..... *[complete name of Candidate / Association for which the support is granted to be included]* (hereinafter, the "**Candidate**") the technical and professional resources mentioned below to ensure the full, timely and correct completion of all the contractual obligations undertaken by the Candidate in accordance with the submitted offer and with the Contract that will be signed between the Candidate and the Contracting Entity. Resource availability will be made unconditionally, depending on the needs that arise during the Contract performance.

In this respect we firmly, unconditionally and irrevocably undertake to make available to the Candidate the technical and professional resources for .....*[details regarding part of the Contract for which the technical support is needed / provided]*, that are necessary for the full, legal and timely fulfillment of the Contract.

The undersigned, ..... *[insert full name of entity providing Third Party support]*, declare and acknowledge hereby that we understand to be liable towards the Contracting Entity for the non-performance by the Candidate of any of the obligations undertaken by the Candidate under the Contract respectively and for which the Candidate is benefitting of our technical and professional support in accordance with this Commitment, and definitively and irrevocably waive any benefits of order and preliminary distraint (in Romanian, *beneficiul diviziunii si beneficiul discutiei*) in this respect.

We further declare and acknowledge hereby that we understand to be liable towards the Contracting Entity for any and all damages incurred by the Contracting Entity due to the undersigned's failure to observe any of our obligations mentioned under this Commitment.

The undersigned, ..... *[insert full name of entity providing Third Party support]*, declare that we waive definitively and irrevocably all rights to invoke a non-performance exception, both towards the Contracting Entity as well as towards the Candidate, that may lead to the total or partial non-performance, delayed or inadequate performance of the obligations undertaken by us through this Commitment.

This Commitment shall continue in force notwithstanding any alterations to or delegations from the Contract until all of the Candidate's obligations thereunder have been fulfilled or the Contract is completed or terminated.

The granting of our technical and professional support does not involve any additional costs for the Contracting Entity except for those included in the Financial Proposal to be submitted by the Candidate.

This document represents our firm commitment, giving the OMV PETROM SA , the right to directly legitimately request the fulfillment by us of certain obligations arising from the technical and professional support granted hereunder.

*[insert full name of entity providing Third Party support]*

Signature of Legal Representative of the entity providing Third Party support \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Capacity of Signatory \_\_\_\_\_

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name including the Project]*

### Form No. 11: Expression of Interest Letter

**To: OMV PETROM SA**

I, the undersigned, empowered representative of \_\_\_\_\_ *[name & address of Candidate submitting the Request to Participate]* (hereinafter referred to as the "Candidate") hereby, in the name of the Candidate, Expression of Interest in the above referenced procedure and hereby declare that:

- (a) I have carefully examined and have no reservations to the Request for Expression of Interest Documents, including Amendment(s) and we fully accept them;
- (b) I have carefully examined and understood and accept by this declaration all the requirements, including but not limited to the ones referring to the form and content, instructions, stipulations and conditions included Request for Expression of Interest Documents, which were sufficient and suitable for preparing a proper Expression of Interest, and our Expression of Interest has been prepared in consideration thereof;
- (c) I, including any Subcontractor, Third Party or an undertaking related to a Candidate requesting to participate in the first phase of this procurement procedure, do not have any conflict of interest, as defined in the Request for Expression of Interest;
- (d) We intend to subcontract the following main activities from the Contract:  
*[insert the activities which the Candidate intends to subcontract, name of Subcontractor and % of the subcontract from the full scope of the Contract]*

I agree that our Expression of Interest shall be valid from the Expression of Interest submission deadline, for a period equal to days *[90 days]*, that shall bind the Candidate and that it may be accepted at any time prior to the expiry of the said period.

I, on behalf of the Candidate, declare that no attempt has been made or will be made by us to induce any other Economic Operator to submit or not to submit an Expression of Interest for the purpose of restricting competition.

If Candidate's Expression of Interest is accepted, the Candidate undertakes to participate with an Offer in the Second Phase of this procedure.

**I understand and accept that OMV PETROM SA :**

- (a) is not bound to proceed with this qualification and selection process and that it reserves the right to cancel the procedure at any time, under the conditions provided for in the applicable legislation.
- (b) is not bound or required to
  - (i) accept any Expression of Interest that it may receive,
  - (ii) invite the selected Candidate to submit an Offer in the second Phase of the procedure, or
  - (iii) execute the Contract that is the subject of this procurement process,
  - (iv) and that OMV PETROM SA incurs no obligation to the Candidates in connection with same.
- (c) may request supporting documents to confirm the preliminary information presented by the Candidate's Expression of Interest in relation to minimum qualification requirements and selection criteria;

We declare that the following information submitted by us in the Expression of Interest and identified with particularity is hereby designated as "SEALED" and that all such information shall not be shared with the other Candidates or other third parties:

No. crt.	Reference in the Expression of Interest [page number, from paragraph no. ... to paragraph no. ...]
1	
2	
...	
n	

The information set forth in the table above is submitted on a non-confidential basis. OMV PETROM SA and its affiliates reserves the right to utilize all technical and commercial information included in the Expression of Interest and the Initial and Final Offers and Candidate understands that OMV PETROM SA and its affiliates will hold such information as confidential after the procedure only if such information is specifically covered by a separate written confidentiality agreement with OMV PETROM SA, regardless of how such information is marked. Candidate bears all risks of not having such an agreement in place.

By submitting an Expression of Interest, the Candidate expressly waives any rights to claim any damages, compensation or any other remedies and releases, indemnifies, and holds harmless OMV PETROM SA, and its affiliates, in connection with OMV PETROM SA's evaluation of Expression of Interest under this procedure, the acceptance or rejection of any of the Expression of Interest submitted under this procedure, or the exercise of any of its above-mentioned rights or obligations established under the applicable legislation.

This Expression of Interest is submitted on behalf of the following:

	Name(s) of Candidate
<b>Leader</b>	
<b>Member of association 2*</b>	
<b>Member of association 3 *</b>	
.....	

*[\* add/delete additional lines for members as appropriate. Note that Subcontractors are not considered members for the purposes of the first phase of this procurement procedure. If this Expression of Interest is being submitted by an individual Candidate – Economic Operator, the name of the Candidate should be entered as 'leader' (and all other lines should be deleted).]*

Signature of Candidate's Representative

\_\_\_\_\_

*[a person or persons authorized to sign on behalf of the Candidate]*

Name of signatory

Acting in the capacity of

Date

\_\_\_\_\_

*[When Candidate is an Association, written confirmation authorizing the signatory of the Expression of Interest to sign on behalf of Association members must be submitted]*

Candidate's legal name (individual or association of business operators): *[insert full name]*

Member of the Association Legal Name: *[insert full name]*

Subcontractor's Legal Name: *[insert full name]*

Third Party Supporting Entity Legal Name: *[insert full name]*

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

Contract name: *[insert name]*

### **Form No. 12: Acknowledgement and intent to submit an Expression of Interest**

We hereby acknowledge screening of the Request for Expression of Interest published on OMV Petrom SA's website for the *[insert Contract name]* and we intend to participate in the procurement procedure by submitting an Expression of Interest on behalf of the *[insert Candidate's name]*.

We confirm that our Expression of Interest shall be prepared and submitted strictly in accordance with instructions received and will be submitting our Expression of Interest by the Due Date specified.

We confirm in particular that OMV Petrom S.A. shall be free to determine the rules and execution of the bidding process. In addition, we confirm that OMV Petrom S.A. shall not be obliged to pay, on whatsoever legal basis, any consideration or to reimburse any costs related to our confirmation of our interest in participating in the Bidding process and/or related to our participation in the Bidding process.

We confirm to accept Romanian law as the legal basis of a potential contract.

Furthermore, we confirm the acceptance of the following legally binding confidentiality and copyright agreement:

- a) BIDDER's company, any subsidiary or associate company, their employees or agents shall respect any and all rights owned by OMV Petrom S.A. including, but not limited to, copyright and any other industrial and intellectual property rights related to in any information, documentation or any other communication in connection with this Project obtained from OMV Petrom S.A.
- b) Neither the BIDDER, its company, any subsidiary or associate company, their employees or agents shall use any of the information, documentation or any other communication in connection with this Project obtained from OMV Petrom S.A., for any purpose other than the said bidding process.
- c) On OMV Petrom S.A. request, the BIDDER shall return all received documents (including copies made) in connection with this Project to OMV Petrom S.A. and shall delete any received information from its records.
- d) The BIDDER and its company expressly declare to treat any information and/or any documentation and any other communication in connection with this Project that it and/or its company obtained from OMV Petrom S.A., strictly confidential.
- e) The BIDDER shall ensure that any sub-contractor and / or sub-supplier is equally bound by the requirements of above items a), b), c) and d).
- f) We request that you release the native of forms to be used by us in submitting our Expression of Interests as well as send all future communications in respect to Bidding Process to:

BIDDER company name

Name of contact person

Name of corresponding department

BIDDER postal address

E-mail:

Tel:

Fax:

Mobile:

Yours faithfully,

Name:

Position:

Department:

Company:

Date:

Signature:



OMV Petrom

# OMV Petrom Group Code of Conduct



## Contents

Statement of the Executive Board .....	3
Purpose of the Code of Conduct .....	4
Scope & Intended Users .....	6
Our commitments on sustainable business behavior .....	7
Transition to low carbon business .....	7
Run responsible operations .....	8
Foster people & communities .....	10
Ethical business practices .....	14
Implementing our commitments.....	16
Reporting concerns .....	17
How? .....	17
Data protection .....	19
Questions? .....	19

## Statement of the Executive Board

**OMV Petrom's Code of Conduct reflects our values, standards and commitments, as well as expectations. It accompanies us all through our journey to transform OMV Petrom for a lower carbon future.**

OMV Petrom is the largest integrated energy producer in South-East Europe. We operate across the complete energy value chain, from oil and gas exploration and production to refining and fuels distribution, to generating power and marketing gas and electricity. Our Strategy 2030 is built on a strong Sustainability framework. Our ambition is to lead the energy transition in Romania and South-East Europe, while delivering value for all our stakeholders.

We are aware of the role we play in society. The standards we set for ourselves and for our partners can have an important impact. At OMV Petrom, trust, integrity, safety and respect for people, communities and environment are fundamental values in the relationship with all our stakeholders. We have sharpened our sustainability focus areas with a clear commitment to **transition to low business carbon, running responsible operations, fostering people and communities and leveraging innovation and digitalization.**

Our Code of Conduct reflects these focus areas and our commitments on sustainable business behavior and we believe that engagement is a key to build long-term business relationships. If you have something to say, speak up – we're here to listen to you.

Our Code of Conduct represents the foundation that guides us for a good governance in our decision-making. Together, we make it happen!

We **care** | We're **curious** | We **progress**

**The OMV Petrom Executive Board**

## Purpose of the Code of Conduct

At the OMV Petrom Group (also referred to in this document as “OMV Petrom”),<sup>1</sup> we are continuously working hard to ensure more sustainable and responsible behavior toward employees, the environment, and society. Through both our direct operations and our value chain, our activities have a considerable impact on society, the environment, and the economy. We are therefore committed to conducting our business in a responsible way, respecting the environment, and adding value to the communities in which we operate. We at OMV Petrom Group are motivated by high ethical standards and apply them in the various aspects of our operations and activities – and we expect all the people collaborating with us to do the same. We have three core Values that underpin all the work we do.




**We care**

**Considering the impact of everything we do.**

We show respect, speak up and act responsibly towards each other, our customers and the environment.

**Defining tomorrow by welcoming new perspectives today.**



**We're curious**

We learn by being inclusive, asking questions, sharing our knowledge and having the courage to try new things.



**We progress**

**Overcoming obstacles and finding solutions to deliver high performance.**

We take ownership, trusting and empowering each other to make bold decisions to deliver safely and at speed.

These core Values<sup>2</sup> are further reflected in the specific commitments laid out in this Code of Conduct. The Code of Conduct is designed to help everyone working for, at, or with OMV Petrom Group act in line with our Values and comply with relevant laws and regulations.

<sup>1</sup> OMV Petrom Group in this Code of Conduct always refers to OMV Petrom S.A., including all consolidated subsidiaries and their employees.

<sup>2</sup> All OMV Petrom Group employees can find out more details about Our Values on the Intranet page.

In establishing our commitments to sustainable business behavior, we are guided by recognized best practices and international standards. We ensure we comply with legal and other requirements wherever we operate – or exceed them when they do not meet our standards.



We are guided by international standards for sustainable development. OMV Petrom is a signatory to the United Nations Global Compact (UNGC), which states ten principles in the areas of human rights, labor, the environment, and anti-corruption. They are derived from the Universal Declaration of Human Rights, the International Labour Organization’s Declaration on Fundamental Principles and Rights at Work and its core treaties, the Rio Declaration on Environment and Development, and the United Nations Convention Against Corruption. We are committed to upholding the values of the UN Guiding Principles on Business and Human Rights and the OECD Guidelines for Multinational Enterprises and will respect them to the best of our understanding and ability in all our business activities. We support the goals of the Paris Agreement, the Kunming-Montreal Global Biodiversity Framework’s 2050 vision and 2030 mission, and the UN Sustainable Development Goals (SDGs). These international standards further inform the specific commitments laid out in the section “Our commitments on sustainable business behavior.”

We expect our business partners to adhere to these same international standards.

The commitments laid out in this Code of Conduct are central to how we operate and our continued success. This Code summarizes the specific commitments we have made for:

- **Transition to low carbon business** by identifying sustainable ways to satisfy client’s needs to offer more energy with less emissions.

- **Run responsible operations**  
The health and safety of our employees, customers and partners remains our utmost priority. Through 2030 we will also continue to focus on resource efficiency and environmental protection, while acting with integrity and transparency, as well as for promoting a strong corporate culture.

- **Foster people & communities,** which covers our human rights commitments to our employees and external stakeholders.

- **Ethical business practices,** which covers our commitments on promoting a strong corporate culture.

Further documents and training are available to ensure that employees and business partners understand these commitments and know how to apply them in practice.

## Scope & Intended Users

Our Code of Conduct applies in all our business segments, consolidated subsidiaries, and the associated company OMV Petrom Global Solutions S.R.L.

Compliance with the Code of Conduct is mandatory for everyone acting on behalf of, with, and for our company. All our employees and business partners<sup>3</sup> and all other persons acting in the name of OMV Petrom Group must observe all applicable laws and regulations and adhere to our Code of Conduct, or, upon proof of their own adequate regulations in place, to such alternative standards.

OMV Petrom Group seeks to work with business partners who share and subscribe to our Values and respect our principles, especially in our operations and value chain. Furthermore, we use our collaborations with business partners to embed salient human rights in their business practices and increase their awareness of ethical and ecological standards. We request that business partners also pass these requirements, as applicable, on to their respective business partners, thus ensuring the application of the Values and principles of our Code of Conduct, including ethical behavior, throughout our full value chain.



The Code of Conduct focuses on OMV Petrom Group's commitments as a company. However, our employees and business partners as individuals must observe all applicable laws and regulations, adhere to our Code of Conduct and to ensure these commitments are applied in practice. How? By taking the following actions:

- Be familiar with the content of our Code of Conduct. Regularly review the Code of Conduct and always ask yourself if your behavior is in line with the OMV Petrom Group's commitments and procedures.
- Understand the risks associated with the activities defined for your role and how to manage them.
- Seek advice when things are not clear. If you are in any doubt as to appropriate ethical conduct, consult before taking action.
- Promptly complete any training assigned to you. Tailored training is available to employees regarding specific situations and how to apply the principles of the Code of Conduct in their daily work.
- Speak up and let us know! You should report any suspected violations of the Code or applicable laws. Details on how to report suspected violations are available in the section "Implementing our commitments: reporting concerns."

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<sup>3</sup> A business partner is anyone who does business with OMV Petrom Group on a contractual basis, including but not limited to extractive business partners, JV partners, suppliers and their agents, consultants, sales representatives, dealers, contractors, subcontractors, contract workers, and affiliates.

## Our commitments on sustainable business behavior

### Transition to low carbon business

OMV Petrom Group clearly recognizes that climate change is one of the most significant global challenges today and supports the goals set forth in the Paris Agreement and the EU climate strategies and targets. We see it our responsibility to transform for a lower carbon future, while also making sure we provide the energy needed today. The company's ambition is to achieve Net Zero operations (Scope 1&2) by 2050 and three key directions contribute to this objective: decarbonize current operations, expand lower carbon gas business, and pursue low and zero carbon business opportunities.

#### Specific commitments

- We reduce our emissions, by improving operational and energy efficiency. The 2030 commitment is to reduce our Scope 1 and 2 carbon emissions and intensity by ~30% and by 20% for our total footprint including Scope 1, 2 and relevant Scope 3 emissions, compared to 2019.
- We are committed to increasing production and sales of low-/zero-carbon energy by scaling up the deployment of mature renewable energy technologies and developing new solutions in the fields of low- and zero-carbon technologies for energy supply, mobility, and industry.
- We are committed to minimizing the role of voluntary offsetting to reduce our emissions. Only high-integrity, ex-post carbon credit offsets<sup>4</sup> from programs that ensure robust carbon offset project design and implementation are acceptable, which describes programs that have already been established and ensure robust carbon offset project design, implementation, and validation.
- We are committed to working with our suppliers and customers to reduce emissions throughout the value chain.
- We are committed to marketing our products and their emissions reduction potential in an accurate and transparent way and to avoiding misleading statements.
- We are aware of the social impacts that the energy transition entails. OMV Petrom Group is committed to contributing to a Just Transition<sup>5</sup> for our

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<sup>4</sup> According to OMV Petrom's standards, carbon credits must represent genuine additional emissions reductions and no double counting is permitted. CO<sub>2</sub> emissions reductions should be maintained over time, unlikely to be reversed, and have compensation measures in place in case of unforeseen events (such as forest fires for reforestation projects). Minimum social safeguards such as adherence to the OMV Petrom Code of Conduct must be ensured for all contractors and the underlying project from which carbon offsets are purchased.

<sup>5</sup> "Just Transition" refers to addressing the social and economic effects of the transition on an environmentally sustainable economy as stated in the ILO Guidelines for a Just Transition.

employees and communities, and to addressing the social and economic effects of the transition on an environmentally sustainable economy.

- We are actively working to eliminate routine flaring and venting in our operations, in line with EU Legislation.

## Run responsible operations

At OMV Petrom Group, we prioritize the health and safety of our employees, customers, and partners, focus on resource efficiency and environmental protection, and act with integrity and transparency towards all our stakeholders. Our ambition is to become an industry leader in HSSE, with our vision “Committed to Zero Harm – Protect People, Environment and Assets” that guides our HSSE culture, behaviors, actions and decisions.

### Specific commitments

- We are committed to implementing loss prevention and control measures to avoid water and soil pollution, by following regulatory frameworks and best recognized industry practices. Any spill shall be cleaned up promptly and immediate assessment shall be done to prevent further occurrence.
- We are committed to improving air quality around operational sites.
- We are committed to preserving and restoring biodiversity and land and marine ecosystems in alignment with the post-2020 Global Biodiversity Framework (GBF). We apply the mitigation hierarchy, with priority given to avoidance and minimization over restoration and offsetting. OMV Petrom Group cooperates with business partners to ensure that the impacts of our value chain do not compromise this commitment.
- We respect water as a precious limited resource and focus on its sustainable and efficient use. We respect the right to water of our stakeholders, especially local communities, and minimize the impact of water use (for instance by reducing freshwater withdrawals, especially in water-scarce areas) and discharge (for instance by improving (waste) water quality).
- We are committed to ensuring that the management of waste<sup>6</sup> does not pose a harmful risk to the workforce, local communities, or the environment.
- Hazardous substances shall be substituted by less hazardous substances, where reasonably practicable. To help with this, processes should be designed, modified, and applied to minimize the production and use of

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<sup>6</sup> We apply the following hierarchy for the management of waste and encourage our business partners to do the same: 1. preventing; 2. preparing for reuse; 3. recycling; 4. other recovery (e.g., energy recovery); 5. disposal in controlled legitimate manner.

hazardous substances, including the production of hazardous by-products or waste and reducing quantities or concentrations for handling and storage.

- We are committed to ensuring we are eliminating the use of ozone depleting substances, which are scheduled to be phased out under the Montreal Protocol on Substances that Deplete the Ozone Layer.
- We are committed to gradually reducing the use of non-renewable resources and increasing the recycled and renewable content in our products.
- We are committed to eliminating hazards and threats by identifying them and by preventing, controlling, or reducing risks to an acceptable level.
- We develop competence of all our employees on relevant HSSE matters, we keep our workplaces and processes safe for the environment and all people who may be affected by our activities, and we provide our personnel with protective equipment, in order to conduct safely all operations and projects.
- We aim to support our employees in improving both their mental well-being and physical health.
- We inform relevant local communities about safety risks stemming from our operations, including appropriate communication and procedures in emergency situations. We develop up-to-date safety measures within OMV Petrom for use in ecologically sensitive or densely populated areas.
- We assume responsibility for managing safety and have established processes that require contractors and subcontractors to work according to our standards.
- We are committed to training, empowering, and encouraging people to work safely and to investing in technology, programs, and processes to ensure that our facilities and operations are safe and conducted in a sustainable manner, for employees, external stakeholders, and the environment.
- We are committed to advancing sustainable products along the value chain, to giving priority to innovative, value-creating solutions, to identifying substances of concern, and to ensuring the safety of our products for users.
- We establish effective processes and workflows to ensure our compliance with the EU Regulations on Registration, Evaluation, and Authorization of Chemicals (REACH) and on Classification, Labelling, and Packaging of Substances and Mixtures (CLP). Accordingly, we provide transparent information on our products relating to safety in use, storage, maintenance, and disposal.
- We strive to minimize the health, safety, environmental, and social impact of our products at any stage in their life cycle.

## Foster people & communities

Human rights are universal and guide our conduct in every aspect of OMV Petrom Group's activities. Human rights are inalienable, and every person is inherently entitled to them. We are committed to respecting the human rights of all our stakeholders, including but not limited to employees, business partners, local communities, and consumers. We strive to be one of the best companies to work for and to be a fair and responsible employer that promotes equal opportunities, modern forms of employee development, and a positive and dynamic working environment. We are committed to respecting human rights in our activities, direct surroundings, and in the wider society. Particular focus is placed on those persons and groups with a high likelihood of being in vulnerable circumstances such as children, women, migrant workers, indigenous peoples and human rights defenders.

In meeting our human rights responsibilities, OMV Petrom acts in strict compliance with international human rights law and national laws, if more favorable. OMV Petrom is guided by its higher standards while complying with applicable laws.

### Specific commitments

- We respect the right to freedom of association, including the right to form and join trade unions or other employee representation bodies and to engage in collective bargaining under the legal conditions. We will not discourage or interfere in the adherence, membership of or participation in trade unions and refrain from any actions that may undermine adequate collective representation. If national law prohibits the establishment of formal employee representation, OMV Petrom seeks to allow alternative forms of adequate representation of employee interests, always within the relevant legal framework.
- We make every effort to work constructively with employee representatives to achieve mutually satisfactory solutions. This includes collaboration with employees' representatives in the forms prescribed by local legislation and in line with local agreements and best practices. Within the legal frame, we will work together to resolve conflicts and strive to promote stakeholder dialogue and involvement.
- We do not tolerate the use of forced or compulsory labor, human trafficking, slavery, or servitude and ensure that all work is conducted voluntarily, without threat of penalty or sanction, and not based on deception, including ensuring that workers do not pay recruitment fees.

- We observe all the limitations imposed by the legal provisions when it comes to engaging under labour contract for young employees (such as, no hazardous work under the age of 18, etc.).
- We do not tolerate discrimination on any ground such as race, color, sexual identity, gender identity or expression, age, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, indigenous origin, property, marital or family status, disability, health status, including mental health, or any other status. We do not tolerate any form of abuse, harassment<sup>7</sup>, or discrimination in any work-related setting. OMV Petrom expects that all work relationships between persons will be business-like and free of explicit bias, prejudice, and harassment.
- We ensure compliance with locally applicable decent and adequate wage standards, working and rest times, and overtime compensation provisions that ensure a dignified standard of living for employees and their families and are in line with the general standards set forth by the International Labour Organization<sup>8</sup>. Where no sufficient legal protection exists, business partners must ensure at least one uninterrupted day off per week and compensate work at a minimum rate so that employees can meet their basic needs.
- We comply with national law and ILO Convention 183 on parental leave, which provides for a minimum of 14 weeks of parental leave.
- We ensure a fair and effective reward system that acknowledges the impact of the employee's activity within the organization and an equitable payment.
- We ensure a fair and transparent approach to dismissal, sanctions, deductions, and complaints in line with national law and standards of fair proceedings.
- We are aware that job security represents a major concern not only for the individual employee, but also for society and the region concerned.
- We respect the rights of access to information, public participation in decision-making, and access to justice. We proactively inform affected stakeholders,

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<sup>7</sup> Harassment is verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual that has the purpose or effect of creating an intimidating, hostile, or offensive work environment, has the purpose or effect of unreasonably interfering with an individual's work performance, or otherwise adversely affects an individual's employment opportunities. Harassing conduct includes epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; sexual harassment (unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature); denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time, or using company equipment by email, phone (including voice messages), text messages, social networking sites, or other means.

<sup>8</sup> A normal working week shall not regularly exceed 48 hours, with the exception of shift work schedules on offshore or otherwise isolated sites, where adequate days off are granted after the accepted work period. Overtime shall be consensual and paid at a premium rate.

such as relevant local communities, of planned and ongoing works and their impacts, as well as mitigation measures being taken by OMV Petrom.

- We acknowledge indigenous peoples as social groups with identities that are distinct from mainstream groups in national societies and are often among the most marginalized and more likely to be in vulnerable circumstances. We are committed to further addressing any adverse impacts on local culture, religion, customs, traditions, indigenous peoples' rights, legitimate land, or livelihoods in our business activities as well as through our community funding projects.
- We are committed to community consultation and recognize the principle of free, prior, and informed consent.
- OMV Petrom recognizes, and respects legitimate tenure rights related to the ownership and use of land and natural resources, including water. We are willing to avoid involuntary resettlement and have a zero-tolerance policy for illegitimate land grabbing.
- In the event of OMV Petrom interference with the rights of relevant local communities, we are committed to developing adequate mitigation, reparation, and compensation plans, in close consultation with all relevant stakeholders, including the host government.
- We aim to build capacity in order to support local development. We also strive to employ people from the countries in which we operate.
- OMV Petrom recognizes the specific role and vulnerability of human rights defenders. We strongly oppose any threats, intimidation, and physical, verbal, or legal attacks against human rights defenders in relation to our operations.
- We are committed to respecting human rights and International Humanitarian Law (IHL) while maintaining the security and safety of our staff and operations. We achieve this by acting in a manner consistent with all relevant laws and international standards or initiatives, including the Voluntary Principles on Security and Human Rights (VPs) and the International Code of Conduct for Private Security Service Providers (ICoC). This specifically but not exclusively applies to our interactions with public and private security forces.
- Prevention and avoidance of the use of force is our priority, implying that means and methods used to protect people must always be chosen based on the risks faced and the local context. We are committed to not wearing, transporting, or storing lethal weapons on our property and we expect our business partners to comply with this commitment while they are on our sites.
- We engage surrounding communities and consider their security concerns when planning and implementing security-related activities.
- We effectively manage environmental protection as detailed in the section "Transition to low carbon business" & "Run responsible operations".

- Within our premises we ensure our employees have access to safe and adequate sanitation facilities including potable water, washrooms, decent food personal protective equipment, and we request the same from our business partners.

## Ethical business practices

Acting ethically and with integrity is part of OMV Petrom Group's corporate culture and shall guide decision-making at all levels of the organization. Our aspiration is to base the decisions we make every day on the highest ethical standards. After all, trust and integrity are among the most important values a company can possess. We pursue a zero-tolerance policy with regard to bribery, fraud, and other forms of corruption and are committed to respecting and upholding the principles of the United Nations Convention against Corruption, the OECD Anti-Bribery Convention, and all applicable national anticorruption legislation. We take account of the sociocultural norms and business practices in the different countries we operate in, and ensure they are not at variance with our fundamental ethical principles. OMV Petrom Group believes in sound corporate governance, transparency at management level, and internal control structures to strengthen stakeholder confidence. As a listed company, we are subject to strict regulations.

In addition to this and within our own policies and regulations, our governance goes beyond compliance with laws, including adherence to voluntary standards of conduct and management principles that create a solid basis for trust through sound business ethics, prudence, and integrity. We place strong emphasis on preserving transparency in our Company's management and control structure.

### Specific commitments

- OMV Petrom does not tolerate achievement of results at the expense of violating the law, internal standards, or our ethical values as reflected in the OMV Petrom Ethics & Integrity Policy. All employees are required to act in line with and base their everyday decision-making on the OMV Petrom Ethics & Integrity Policy by acting correctly, with honesty, respect, and fairness.
- We foster a culture of openness and fairness where employees can voice their concerns. Employees are encouraged to speak up if they see any illegal or inappropriate conduct to avoid any harm being done to others or OMV Petrom, while ensuring their protection under the law.
- We do not tolerate any form of corruption in our business or business relationships. OMV Petrom complies with anti-bribery and corruption laws in all countries where it operates. Corruption is the abuse of entrusted power for personal gain. Corruption can take many forms including bribery, facilitation payments, or embezzlement. All forms of corruption are prohibited at OMV Petrom. Employees must effectively identify and avoid misconduct related to corruption.

- Employees must not accept any gifts that could influence the proper performance of their function. The following types of gifts are never acceptable at OMV Petrom: cash or cash equivalents, gifts that are not given or received openly, gifts or invitations that are intended to influence a pending decision process, gifts or invitations that are not in compliance with applicable laws or the terms of this Code of Conduct, or that would cause embarrassment if they were made known to the press or to colleagues.
- Employees must make business decisions in the best interests of OMV Petrom and not based on personal interests. Employees must avoid situations that could give the impression that their business decisions are influenced by their personal interests. Conflicts of interest must be reported to line management and the Compliance function immediately.
- OMV Petrom Group is committed to fair and free competition. Employees must strictly follow antitrust laws when doing business with competitors, business partners, customers, or suppliers, which in particular includes refraining from discussing commercially sensitive information with any competitor, such as customer pricing, trade margins, volumes, or production capacity. OMV Petrom Group is also committed to treating its suppliers and customers equally and avoiding any unfair practices in the markets in which it is active.
- OMV Petrom Group is committed to preventing money laundering and has restricted cash payments in all areas of its business activities. Furthermore, all transactions should be structured in line with market practice and refrain from using suppliers and service providers that do not make a traceable contribution to the supply chain.
- OMV Petrom Group ensures that sanctioned parties (for example by the EU or the United Nations) are not accepted as business partners and transfers the commitment to act in line with international sanction rules to all of its contractual partners.
- OMV Petrom Group does not support political parties. Donations or sponsorships<sup>9</sup> to political parties and their candidates are not allowed, nor are donations to organizations that are not compatible with the terms of this Code of Conduct.
- Our public policy practices are fully in line with all reporting obligations at national or EU levels, and we are fully compliant with all transparency requirements.

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<sup>9</sup> A donation is defined as a voluntary, monetary, or in-kind contribution with no reciprocal obligations.

## Implementing our commitments

In this Code of Conduct we have laid down the basic principles that govern all of our actions. We expect and request adherence to these by all of our business partners. Our process management systems and our corporate regulations and directives<sup>10</sup> constitute the mandatory detailed implementation of OMV Petrom Group policies. They represent the conscientious translation of the Code of Conduct into practice and form the basis of our monitoring systems. Internal and external audits of our management systems, processes, and data are regularly conducted. We are committed to continuously improving our sustainability management and performance, including by taking steps to prevent and mitigate negative impacts, developing the competence of our employees and business partners on sustainability matters, and providing remedies to affected stakeholders. We report and verify our performance against specific goals, measures, and benchmarks and are committed to transparently reporting on our progress. We are committed to releasing useful and relevant financial and non-financial information in a comparable, verifiable, timely, and understandable manner.

Violations of the Code of Conduct by employees can result in disciplinary action, up to and including dismissal, depending on specific circumstances. In some cases, OMV Petrom Group may report a violation to the relevant authorities, which could also lead to legal action, fines, or imprisonment.

OMV Petrom has implemented appropriate due diligence systems, measures, and ongoing checks to ensure that the spirit and the terms of our Code of Conduct are also applied in practice, including in our operations and value chain. Business partners are expected to implement the same. For instance, we expect and request that our business partners identify and manage their human rights risks and impacts, conduct appropriate training, remedy adverse human rights impacts they are involved in, cascade this due diligence requirement to their own suppliers and contractors, and report on their performance. The measures and controls carried out by business partners are to be documented and submitted to OMV Petrom upon request.

We reserve the right to take appropriate measures against those who do not act in accordance with our Code of Conduct or the one applicable under the relevant agreement. OMV Petrom Group reserves the right to terminate relationships with its suppliers and contractors if issues of non-compliance with OMV Petrom Group's

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<sup>10</sup> Corporate regulations and directives further detailing the requirements of our Code of Conduct and supporting their implementation include, but are not limited to, our GHG Management Framework, Environmental Management Standard, HSSE Directive, Human Rights Management System, People & Culture Ethics Policy, Code of Business Ethics, and Procurement Directive, among others. All regulations and directives can be accessed by employees via our internal platform REAL.

Code of Conduct (or the one applicable under the relevant agreement) are discovered or non-compliance is not addressed in a timely manner.

## Reporting concerns

OMV Petrom Group's good reputation and the trust of its customers and business partners are all based on integrity and compliance with national legislation and regulations. Our employees, partner companies, customers, community members, and other external parties are a valuable source of information and can help to identify misconduct.

If you observe or become aware of an actual or potential case of misconduct or infringement of the commitments in this Code of Conduct, we encourage you to speak up! All incidents will be evaluated in a timely manner and according to internal processes, always within the national legal framework.

### How?

For any issues related to corruption and bribery, cartels/unfair competition, capital market law, public procurement, environmental protection, product/food safety and consumer protection, corporate tax regulations, data protection in particular, you can submit a complaint via the anonymous and confidential Integrity Platform. The Integrity Platform is available to both OMV Petrom Group employees and external parties.

For issues related to human rights or any other issues related to OMV Petrom Group's operations (e.g., noise, land degradation, water pollution, etc.), any external parties, including value chain workers, can turn to the locally available Community Grievance Mechanisms, which are developed in line with the UN Guiding Principles on Business and Human Rights Effectiveness Criteria and applicable national regulations on grievance procedures.

In addition, [OMV Petrom PetrOmbudsman](#) Department was established to act as an internal Ombuds in order to provide OMV Petrom's employees with independent and impartial counselling and mediation, in an informal and confidential set-up. The PetrOmbudsman can be accessed by every employee of OMV Petrom Group in Romania, Bulgaria, Serbia and Moldova and OMV/OMV Petrom filling stations, as well as by partners and contractors for issues related to their collaboration with our employees. It is an independent and neutral partner for discussion, with whom you can explore possible solutions for any given work-related concern or situation, in a

confidential and informal environment via [petrombudsman@petrombudsman.ro](mailto:petrombudsman@petrombudsman.ro) or any other preferred communication channel available (in-person, by telephone, Teams message etc.).

### **Whistleblower protection**

Every report received via the Integrity Platform is treated confidentially and passed on to others only on the basis of strict adherence to the “need-to-know” principle, in case of overriding legitimate interest and only to the extent this is necessary and permitted. Whistleblowers may choose to reveal their identity or remain anonymous. In any case, the whistleblower’s identity and all other information that could be used to directly or indirectly deduce the whistleblower's identity are afforded special protection within the applicable national law. This also applies to the identity of the person concerned by a report.

Whistleblowers are subject to special protection against retaliation (“whistleblower protection”) by OMV Petrom Group, as legally provided. Retaliation comprises all actions or omissions in a work-related context that are a reaction to a report and because of which the whistleblower suffers or may suffer an unjustified detriment. This includes, in particular, detriments with regard to professional advancement, further training, income, or other professional development opportunities, such as dismissal, demotion, denial of promotion, negative performance appraisal, or disciplinary measures. The whistleblower will also have no reason to be afraid of reprisals within OMV Petrom Group if a report subsequently turns out to be unsubstantiated or it becomes apparent that no violation or misconduct occurred, as long as the whistleblower had reasonable grounds to believe at the time of the reporting that the information reported was true. Similarly, external parties reporting concerns via any of our channels are not retaliated against by OMV Petrom Group, as legally provided.

OMV Petrom Group business partners shall, to the extent permissible by law, also have an accessible and effective grievance mechanism (or other mechanism in accordance with the applicable law) in place for their own workers and other stakeholders to report any breaches of human rights, environmental standards, or other matters addressed in this document, and shall prohibit retaliation, as legally provided. Information on the number of grievances (or other input under the mechanism authorized by the applicable law) shall be provided to OMV Petrom Group upon request.

## Data protection

OMV Petrom Group observes the relevant European and national data protection legal framework and applies the highest recognized standards to protect the individuals' personal rights to privacy for all its customers, employees, business partners, etc. We protect the privacy rights of the data subjects by making sure that personal data are processed for clear and lawful purposes and are only shared or made available to third parties according to the legal grounds set by the relevant laws and after signing the required data protection agreements.

Personal data are subject to data secrecy and treated as strictly confidential. They are always retained only for the duration of their intended use and are safeguarded from any unauthorized access or loss. Data subjects have the right to be informed with regard to the personal data being processed and also the rights of access, correction, deletion, restriction of processing, data portability, and to object to data processing. They also have the right to file a complaint with the relevant supervisory authority.

## Questions?

OMV Petrom Sustainability Department is here to answer any questions regarding the content of this Code of Conduct, the commitments, or what they mean for your work. We are also happy to receive any feedback, comments, input, and suggestions for improvements from both internal and external persons in order to further improve our Code of Conduct and to better achieve our goals.

Contact: [sustainability@petrom.com](mailto:sustainability@petrom.com)