**REQUEST FOR QUOTATION (RFQ) INSTRUCTIONS TO BIDDERS**

Attention: Bid Event Participant

“ExxonMobil Exploration Argentina SRL” an ExxonMobil affiliate, desires to enter into an agreement to enable purchase of goods and/or services. In this document, the term "EXXONMOBIL EXPLORATION ARGENTINA SRL" means EXXONMOBIL EXPLORATION ARGENTINA SRL, ExxonMobil and its affiliates or as operator of the UTEs. The term "Bidders" means companies that receive this RFP. The Term "Agreement" means an agreement as described at Section II.

**THIS REQUEST IMPLIES NO OBLIGATION ON THE PART OF EXXONMOBIL EXPLORATION ARGENTINA SRL TO AWARD AN ENABLING AGREEMENT, ENTER INTO A PURCHASE COMMITMENT OR ENSURE BUSINESS TO ANY BIDDER. EXXONMOBIL EXPLORATION ARGENTINA SRL MAY, IN ITS SOLE DISCRETION, ISSUE CHANGES TO THIS RFQ, REJECT ANY AND ALL QUOTATIONS, WAIVE ANY REQUIREMENT PERTAINING TO GOODS OR SERVICES, NEGOTIATE TERMS AND CONDITIONS, DIVIDE THE GOODS OR SERVICES DESCRIBED IN THIS RFQ INTO SEVERAL AGREEMENTS THAT MAY BE AWARDED TO MORE THAN ONE BIDDER OR OTHER THIRD PARTIES, AND AWARD AN AGREEMENT TO ANY BIDDER WHETHER OR NOT SUCH BIDDER HAS SUBMITTED THE LOWEST PRICE QUOTATION.**

**EXXONMOBIL EXPLORATION ARGENTINA SRL**

**TABLE OF CONTENTS**

**SECTION I: INSTRUCTIONS TO PROSPECTIVE BIDDERS**

**SECTION II: TERMS AND CONDITIONS**

**Any other contact with parties beside Commercial and Technical may be considered as non-conforming and may be considered "no bid" and not accepted by EXXONMOBIL EXPLORATION ARGENTINA SRL.**

**SECTION I: INSTRUCTIONS FOR BIDDERS**

Your company ("Bidder") is invited to submit a competitive quotation.

**AS A BIDDER YOU ARE HEREBY CAUTIONED AND ADVISED TO READ ALL INSTRUCTIONS TO BIDDERS AS WELL AS ALL BID DOCUMENTS TO ENSURE THAT YOU UNDERSTAND AND ARE ABLE TO COMPLY WITH ALL REQUIREMENTS. FAILURE TO SUBMIT A QUOTATION IN CONFORMITY WITH SPECIFIED REQUIREMENTS MAY CAUSE YOUR QUOTATION TO BE REJECTED.**

**1.0 GOODS/SERVICES DESCRIPTION:**

The Quotation that is requested covers the provision of goods/services fully described in Exhibit “B” hereto.

**2.0 QUOTATIONS:**

2.1 If Bidder elects not to submit a quote, EXXONMOBIL EXPLORATION ARGENTINA SRL requests that Bidder communicates the decision immediately indicating why Bidder will not be submitting a quotation.

2.2 Quotations shall be prepared as outlined in Exhibit C - PRICING SHEET.

2.3 Your quotation must be submitted eRFX (SMART) and received by EXXONMOBIL EXPLORATION ARGENTINA SRL no later than the closing date of the event per the instructions and timeline

**Please note: It is Bidder's responsibility to ensure quotations are received by the requested deadline. Any submission made after the specified date and time, or not in compliance with these instructions, considered as non-conforming and may be considered "no bid" and not accepted by EXXONMOBIL EXPLORATION ARGENTINA SRL.**

2.4 Bids should be quoted in **[USD]**

2.5 **This RFQ implies no obligation on the part of EXXONMOBIL EXPLORATION ARGENTINA SRL to award a contract, enter into a purchase commitment, or ensure business to any Bidder. EXXONMOBIL EXPLORATION ARGENTINA SRL may, in its sole discretion, issue changes to this RFQ, reject any and all Quotations, waive any requirement pertaining to goods and/or services, negotiate terms and conditions, divide the goods and/or services described in this RFQ into several agreements that may be awarded to more than one Bidder or other third parties, and award a Contract to any Bidder whether or not such Bidder has submitted the lowest price Quotation.**

2.6 The issuance of this RFQ and the receipt of information in response to this RFQ shall not in any way cause EXXONMOBIL EXPLORATION ARGENTINA SRL to incur any liability or obligation to Bidder, financial or otherwise. EXXONMOBIL EXPLORATION ARGENTINA SRL assumes no obligation to reimburse or in any way compensate any Bidder for losses or expenses incurred in connection with its response to this RFQ or participation in the RFQ process, nor shall EXXONMOBIL EXPLORATION ARGENTINA SRL and a Bidder have any legal relationship unless and until a written agreement has been signed by both parties.

2.7 All Quotations and other information submitted by a Bidder in response to this RFQ will become the sole property of EXXONMOBIL EXPLORATION ARGENTINA SRL (including items that are, for any reason, only partially completed).

2.8 All Quotations are irrevocable and open for acceptance by EXXONMOBIL EXPLORATION ARGENTINA SRL for a period of 60 days after the quotation due date.

2.9 EXXONMOBIL EXPLORATION ARGENTINA SRL reserves the right to contact any or all of the Bidders to obtain clarification, as EXXONMOBIL EXPLORATION ARGENTINA SRL deems appropriate, on any matter relating to any Quotation submitted. EXXONMOBIL EXPLORATION ARGENTINA SRL further reserves the right to negotiate terms for final agreement with anyone, including any Bidder.

2.10 Bidders are required to hold in the strictest confidence all information disclosed by EXXONMOBIL EXPLORATION ARGENTINA SRL, in any medium whatsoever, whether or not that information is marked "Confidential". Unless EXXONMOBIL EXPLORATION ARGENTINA SRL permits otherwise in writing provided to Bidder, Bidder shall use such information only to develop its Quotation and to perform any Agreement signed by the parties, or to perform any purchase orders issued by EXXONMOBIL EXPLORATION ARGENTINA SRL in accordance with the Agreement. Bidders are authorized to provide appropriate information to proposed subcontractors and vendors as required to obtain required pricing and technical information, but Bidder must inform subcontractors that the conditions in this section apply and is responsible for ensuring subcontractors’ compliance with this section. At the conclusion of the bidding period, unsuccessful Bidders shall destroy their copies of this RFQ and any supplementary materials provided by EXXONMOBIL EXPLORATION ARGENTINA SRL. However, if Bidder and EXXONMOBIL EXPLORATION ARGENTINA SRL have signed a separate written confidentiality agreement expressly pertaining to this RFQ, the terms of that agreement will control in the event of any conflict with this Paragraph 2.11.

2.11 Except to the extent allowed by a separate written confidentiality agreement, if any, signed by the parties and expressly pertaining to this RFQ, Bidder understands that neither EXXONMOBIL EXPLORATION ARGENTINA SRL nor other ExxonMobil companies accept any obligation of confidence with respect to items acquired or any information disclosed by Bidder to EXXONMOBIL EXPLORATION ARGENTINA SRL in response to this RFQ. Bidder agrees that it will not place any restrictive notices on any document (including drawings) provided by Bidder to EXXONMOBIL EXPLORATION ARGENTINA SRL. If Bidder nevertheless places such notices, EXXONMOBIL EXPLORATION ARGENTINA SRL is hereby authorized to nullify, obliterate, remove or disregard any such restrictive clauses and EXXONMOBIL EXPLORATION ARGENTINA SRL shall be free to use or disclose any or all of the information contained thereon to affiliates and third parties without accounting to Bidder.

2.12 EXXONMOBIL EXPLORATION ARGENTINA SRL is committed to creating and expanding commercial opportunities for Minority and Women-owned Businesses Enterprises of all sizes (“M/WBE”). At EXXONMOBIL EXPLORATION ARGENTINA SRL our Supplier Diversity initiatives:

* Promote the business case for expanding this element of our supplier footprint, to take full advantage of the exceptional growth in the quality, quantity, and capacity of M/WBEs
* Create opportunities for certified M/WBEs by growing incumbent suppliers and bringing new suppliers to our supply chain.
* Actively seek out competitive and capable suppliers who share our commitment to strong business ethics, safety, product quality, operational efficiency, continuous improvement, and supply chain reliability
* Reflect our firm belief in the M/WBE value proposition that each business arrangement is commercially competitive and mutually beneficial

If Bidder has operations (production, sales, administrative) located in the United States of America or would perform services under the Agreement in the U.S., then, to the extent legally permissible, Bidder is expected to develop strategies aimed at meeting the goals of EXXONMOBIL EXPLORATION ARGENTINA SRL's minority and women- owned business development program. Such strategies include sourcing methods, goals, reporting and efforts to encourage sub-contractors' use of minority and women-owned vendors.

2.13 Bidder acknowledges that the information, technology, software, services, or commodities (collectively, "Items") provided by EXXONMOBIL EXPLORATION ARGENTINA SRL or its affiliates in connection with this RFQ may be subject to laws or regulations restricting their export, re-export, transfer or release to certain governments, legal entities or individuals and/or to certain destinations, including those laws and regulations administered by the U.S. Department of Commerce (Bureau of Industry and Security) and the U.S. Department of the Treasury (Office of Foreign Assets Control) and Bidder will comply with all applicable U.S. government requirements, including export and re-export controls expressed in theU.S. Export Administration Regulations, prohibitions on transactions with or transfers to the governments of, parties located in or operated from, or nationals of countries subject to comprehensive U.S. economic sanctions (in particular, as of the date of this RFQ, Cuba, Iran, and Sudan), and prohibitions on transactions with or transfers to entities or individuals identified on the U.S. government’s List of Specially Designated Nationals and Blocked Persons (Treasury Department) and Denied Persons List and Entity List (Commerce Department) regarding the Items.

2.14 Bidder represents and agrees that:

* It shall comply with all applicable laws prohibiting the utilization of forced or compulsory labor;
* It shall provide its employees with working conditions, including payment of wages and benefits, which comply with all applicable laws; and
* It shall ensure that its employees meet the legal employment age requirements in the country of employment.
* Adherence to these stated requirements is a condition of this RFQ.

**3.0 TERM OF AGREEMENT:**

It is EXXONMOBIL EXPLORATION ARGENTINA SRL's current intent to utilize the CAODC document included within the RFP. Pricing and commercial terms and conditions will be included in the applicable bid.

**4.0 ILLEGAL INFORMATION BROKERING:**

EXXONMOBIL EXPLORATION ARGENTINA SRL and Bidder are aware of a practice where consultants (termed "Illegal Information Brokers") approach suppliers and offer them confidential information or illicit influence to obtain business through corruption of the competitive bidding process. Bidder recognizes that the practice of "Illegal Information Brokering" or any other corruption of the agreement award process is not permitted by EXXONMOBIL EXPLORATION ARGENTINA SRL and Bidder warrants and represents that it has not and will not utilize Illegal Information Brokering in connection with this RFQ or the goods or services described herein. Bidder agrees that if an Illegal Information Broker approaches Bidder concerning this RFQ or such business, Bidder will contact EXXONMOBIL EXPLORATION ARGENTINA SRL. EXXONMOBIL EXPLORATION ARGENTINA SRL undertakes that the Information will be treated with the utmost confidentiality and also that EXXONMOBIL EXPLORATION ARGENTINA SRL will handle this RFQ process with extra security measures in order to prevent any competitor from gaining any unfair advantage.

**5.0 BIDDERS' ACKNOWLEDGMENT:**

Each Bidder, by participating in this RFQ process, acknowledges: (i) that it has read and understood the RFQ terms; (ii) that it waives any and all claims, costs, expenses and damages whatsoever against EXXONMOBIL EXPLORATION ARGENTINA SRL that the Bidder may have suffered, paid or incurred arising from its participation in this RFQ process (iii) that by participating in the RFQ process, it hereby acknowledges that it accepts and is bound by these terms; and (iv) that the award of this bidding process might be subject to financial or operational evaluation

**SECTION II: TERMS AND CONDITIONS NATURE OF AGREEMENT:**

**Please note that the proposed Agreement is an enabling agreement (not a commitment contract). An enabling agreement provides a vehicle for EXXONMOBIL EXPLORATION ARGENTINA SRL's operating affiliates to place orders for goods and/or services, based on their business needs. However, even if EXXONMOBIL EXPLORATION ARGENTINA SRL signs an enabling agreement, it does not create an obligation for EXXONMOBIL EXPLORATION ARGENTINA SRL or its affiliates to purchase goods or services, or limit their ability to purchase elsewhere. Instead, this form of agreement sets out the terms and conditions that would be incorporated into orders that may be placed under the agreement by affiliates in the future, if they so elect.**

**It is important to note that some EXXONMOBIL EXPLORATION ARGENTINA SRL affiliates may require additional or different terms and conditions in any purchase order issued under the enabling agreement, due to differences in local law or local circumstances that are not covered in the form of agreement that is attached. In some instances, a local agreement form may be used, instead of an order under the attached enabling agreement.**

**NOTE 1 – Once the bidding period is finished, EXXONMOBIL EXPLORATION ARGENTINA SRL reserves the right to negotiate with any or all bidders**

**NOTE 2 – Bidders are expected to provide a complete bid package for requested scope of work, and EXXONMOBIL EXPLORATION ARGENTINA SRL reserves the right to consider a non-complete bid as non-confirming and subject to no further consideration. It is also understood that some Bidders may only be able to bid on part of the scope; in these cases a partial bid may be accepted.**