

Section B – SCOPE OF WORK

FOR HIRING OF PASSENGER CARS, WITHOUT DRIVERS

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1. Scope of the assignment

ExxonMobil Exploration and Production Romania Limited (EMEPRL) intends to contract hiring of passenger cars without drivers from a suitably, experienced and qualified provider.

EMEPRL requires passenger vehicles on hire basis, for their operations in Romania, to transport personnel within Bucharest and Romania countrywide, as required.

2. Products to be supplied and associated requirements

Bidders shall make available to EMEPRL a number of **2 (two)** passenger vehicles on a full-time basis and **1 (one)** car on as needed basis. The vehicles will be used for supporting the operations to be performed by EMEPRL, while fulfilling the minimum requirements set below.

During the contract period of operation for EMEPRL, the vehicles shall carry passengers based on the routes proposed by EMEPRL logistic assistant.

Bidders shall be fully responsible for any and all maintenance, servicing and repair needs of the vehicle during the term of the Contract, and all costs related thereto, and shall ensure that the vehicles operates properly during the term of this Contract. Except in the case of emergencies, bidders shall ensure that service and repair does not take place during the hours that EMEPRL requires the vehicle, or at any other time that will interfere with EMEPRL's purposes for the use of the vehicle.

EMEPRL reserves the right to inspect the vehicle before putting it into service under the terms of the Contract but shall have no obligation to do so.

In the event EMEPRL opts to inspect the vehicle, such inspection shall be carried out in the presence of a representative of Bidder. If an inspection reveals that the vehicle is not in a road worthy condition, requires service or repair or does not otherwise comply with the terms of the Contract, a bidder shall promptly have such work done, at its costs and expense.

Third party liability insurance is required to ensure each vehicle; attached here to shall include coverage for all passengers including EMEPRL personnel and other authorized passengers.

3. Requirements for vehicles used to perform the services

3.1. Type of vehicles required

The Contractor will supply for EMEPRL the following categories of vehicles:

1. 2 (two) vehicles on a full time basis from the below categories:

- i. Medium SUV – 1 unit (Toyota LC 150, BMW X5, Ford EDGE, VW Touareg, or similar)
- ii. Van/bus 8+1 – 1 unit (Mercedes V Class, Ford Transit Customs, VW Caravel, or similar)

2. 1 (one) vehicle on as needed basis from any of the below categories:

- i. Compact car – 1 unit (Ford Mondeo, VW Passat, Audi A4, or similar)
- ii. Medium SUV – 1 unit (Toyota LC 150, BMW X5, Ford EDGE, VW Touareg, or similar)
- iii. Van/bus 8+1 – 1 unit (Mercedes V Class, Ford Transit Customs, VW Caravel, or similar)

Technical characteristics for each vehicle are below presented.

Category of Vehicle	Medium SUV	Compact car	Van/bus
Capacitate cilindrica	<2500 cmc	<2000cmc	>2000 cmc
No. of seats (including the driver)	5	5	8+1

All vehicles shall be brand new with a maximum mileage (number of km) of the vehicle not exceeding 100 km.

Vehicles will be made available to EMEPRL for the whole contracted period.

Any vehicle that is requested by EMEPRL on as needed basis shall be made available no later than 5 days from the moment of the request.

3.1.1. Requirements for vehicles and for equipping the vehicles

As a rule, the vehicles shall be, at any time during contract performance:

- a) Equipped with all necessary and mandatory safety items, including fire extinguisher, first aid kit, seat-belt restraints, spare tire, mechanical jack and basic hand tools;
- b) Compliant with applicable insurance, safety or other motor vehicle requirements;
- c) Registered for operation during the period of Contract with registration documentation in the vehicle and registration/number plates affixed to the vehicle as required by Romania traffic law.

The above requirements are detailed and supplemented with further requirements, as included in the next paragraphs.

All vehicles must be equipped with:

- i. Seat belts, front and back (lap belt and shoulder harness)
- ii. Tires of the same construction (e.g., radial or bias-belted), with minimum 3/32 in (2.5 mm) tread on all wheels.

In addition to the equipment above, the following equipment, where allowed, commercially available and maintainable, is required:

- a. Driver side and passenger side mirrors; interior rear-view mirrors, wherever available.
- b. Automatic Air conditioning system with Dual Zone and high level of cleanness & hygiene,
- c. Spare tire, lug wrench and jack properly rated for vehicle's weight, or with Run Flat Tyres and a Mobility Kit.
- d. Front and rear turn indicators
- e. Four-way flashers (hazard).
- f. Anti-lock braking systems (ABS).
- g. Daytime running lights
- h. High-mount rear brake light.
- i. Adjustable or fixed head rests which protect the head from whiplash injury (front mandatory; rear desirable)
- j. A basic radio to receive alerts about severe weather or traffic conditions.
- k. Laminated safety glass.
- l. Adequate windshield washers and wipers to keep windshield clear.

If vehicle modifications or other optional equipment is required, a qualified supplier shall be approved by EMEPRL.

The following list of additional safety-related equipment items is recommended for installation in all vehicles operated on EMEPRL business where technically feasible, risk-justified, and economic to install:

- i. Fog lights,
- ii. Electronic Stability Control/Program (This is the generic term and the system may be referred to by other names. This system is proving to be a major innovation in vehicle safety and is widely recognized as being the most significant improvement in vehicle safety devices since the introduction of seatbelts),
- iii. Dynamic Stability Control (DSC),

- iv. Collision warning system,
- v. Security or reversing alarms where recommended by local business units,
- vi. In-vehicle monitoring systems (Devices that track position, speed and record other vehicle information).

All vehicles shall be equipped with an emergency safety kit containing:

- a. General instructions and/or checklist for gathering accident information in the event of an accident,
- b. Disabled-vehicle warning devices (e.g., triangles, cones or lights),
- c. First aid kit (replace items prior to expiration),
- d. Reflective safety vest,
- e. Tire tread and pressure gauges,
- f. Work gloves,
- g. Weather-resistant carry bag to house contents of the Emergency Safety Kit,
- h. Fire extinguisher

3.1.2. Repair and maintenance

Insurance and costs of repairs and replacement of spare parts like new fittings including any regular/major maintenance and repair parts required for regular maintenance shall be the responsibility of the Contractor.

EMEPRL will bear the cost of fuel & other lubricants, engine oil change, coolant, and other minor maintenance costs for the day to day running of the vehicle, and the cost generated by the abusive usage or repairs generated by user negligence as well as of tyres.

3.1.3. Replacement of vehicle

As a rule, when it should become necessary for the vehicle to be replaced due to problems associated with vehicle breakdown or other reasons, the Contractor shall immediately provide replacement which is of equivalent or better quality in terms of make, model and condition.

3.1.4. Drivers

EMEPRL will provide its own driver for the car.

3.1.5. Security

While EMEPRL shall ensure the safety and security of the vehicles at all times, any damage or loss resulting from any unavoidable accidents shall be covered by the Insurance of the vehicle provided by the Contractor.

3.1.6. Satisfactory Performance

If the performance of the vehicle is unsatisfactory, EMEPRL shall surrender the vehicle to the Bidder who will in turn replace the vehicle at his own cost within a week.

3.1.7. Vehicle/Equipment Safety Inspection

A mechanical inspection of the entire vehicle must be completed annually by a qualified mechanic on all vehicles. This requirement would usually be fulfilled via a routine service in accordance with the vehicle manufacturer's requirements.

Servicing of all vehicles shall be performed at least according to the manufacturer's requirements and at the appropriate time, mileage and driving condition intervals specified in the Owner's Manual.

4. Contract Management

As part of ongoing supply improvement process, EMEPRL will jointly monitor Key Performance Indicators (KPIs) with the Contractor.

Spend Tracking in the Contract

- a. Contractor shall track spend against Contract and provide a report upon EMEPRL's request
- b. Contractor shall notify the Buyer upon reaching 90% of the Contract value

Performance Reporting

Contractor is responsible for tracking its performance in accordance with Key Performance Indicators included in the table below. Periodically as defined by EMEPRL, Contractor shall provide updated performance measurements to EMEPRL.

Table 1: Key Performance Indicators

KPI	Measurement	Frequency
Timeliness	<ul style="list-style-type: none"> i. Average response time for services associated to SoW requirements – included in the Offer, repairs required for cars, flexibility in providing replacing cars, for changing the car ii. Average response time for changing the car from the moment of request registered with the Contractor 	Monthly

5. Reporting

Every invoice issued by the Contractor will have attached one Report detailing all actual costs and the KPIs.

Reports on periodic revisions (mechanical inspections) of the vehicles are to be sent within max. 5 days after the revision (mechanical inspection) is completed.

Reports on ordinary and extraordinary interventions on the vehicles are to be provided by request.

6. Pricing

The price included in the financial proposal is intended for the categories of vehicles and for the following quantities:

- a. **2 (two) vehicles on a full-time basis from the below categories:**
 - i. Medium SUV – 1 unit
 - ii. Van/bus 8+1 – 1 unit
- b. **1 (one) vehicle on as needed basis from any of the below categories:**
 - i. Compact car
 - ii. Medium SUV
 - iii. Van/bus 8+1

Company's activity is very dynamic due the business environment in which it operates, and Company's needs are not predictable, therefore one vehicle is required on as-needed basis.

At the moment of issuing this Scope of Work, the Company is not in a position to indicate the number of days for which another vehicle may be required during the Agreement duration, therefore the 3rd vehicle does not represent a contractual commitment.

In the described context, the Bidder is requested to provide the rates for each category of vehicles (required on as needed basis) considering the scenario included in the Financial Proposal form. The rates

will be provided for information purpose at this stage and shall represent indicative rates for each category vehicles. When EMEPRL will be in need of the 3rd vehicle it will notify the Contractor and shall request a quotation considering the number of days/months for which the vehicle is required.

The rates must be exclusive of VAT and should be expressed per month. The total price from the Financial Proposal shall represent the price for the 2 vehicles required on a full-time basis.

All services, materials (parts etc.), accessories and other charges necessary for the correct execution of the contract are understood to be included in the agreed price per each vehicle category.

The quotations are fixed. All the fiscal or financial charges deriving from the performance of the products, including but not limited to the rights related to obtaining licenses, authorizations, taxes on property are understood to be payable by the Contractor.

Contractor will handle all cost related to the cars.

Expenses will be reimbursed only after they have been initially approved by EMEPRL and will be paid based on justification with sustainable documents (for ex. tire costs due to changes during the validity of the contract, other expenses).

Prices include operated costs and tax (RCA, Full CASCO, regular service, road tax, annual tax, car replacement in case of service or accident for all the period of repairs), except tire costs.

7. Contract term

The contract resulting from this procurement exercise shall be executed for a period of 2 (two) years from the signature date.

If the key performance indicators have a value of at least 2h then EMEPRL might decide to extend the Contract for up to 2 years.

8. Commercial terms

Every invoice issued by the Contractor will have attached one report detailing all actual costs. The invoices are to be paid 30 days.

The Contractor cannot subcontract, even partially, the scope of the Contract, without prior written authorization of EMPRL.