**REQUEST FOR PROPOSAL**

**GENERAL INFORMATION:**

**PURPOSE:**  Bidding Process for supplying two floating production, storage and offloading platform (“FPSO”), according to the specifications of this Request For Proposal and its Addenda.

* **Bidding Process (Opportunity) Nr.: XXXXXXXXXX**
* **Pre-Qualification Nr.**: **XXXXXXXXXX**
* **Beginning of Submission of Proposals (Start date):** XXXXXX, XX 20XX at 9 p.m. (Brasilia Time – GMT -3:00).
* **Opening of Proposals (End Date):** XXXXXX, XX 20XX at 12 p.m. (Brasilia Time – GMT -3:00).
* **Contracting Procedure:** Competitive Bidding of E&P Partnership Closed Competition Mode
* **Judgment Criteria:** Lowest price
* **Scope of the Bidding Process:** International
* **Inquiries about the Request For Proposal:** These inquiries shall be sent by the “Collaboration Room”, existing in the Opportunity at the Petronect Portal, up to XXXXXX XX 20XX. The answers will be announced in the “Collaboration Room”.
* Individual Clarification Meetings: Bidding Committee may hold individual clarification meetings, as described in Addendum 13. The Bidders interested in holding a clarification meeting shall submit, through the "Collaboration Room" in the Opportunity of the Petronect Portal, until XXXXXX XX 20XX, the Statement of Interest of Individual Clarification Meeting indicated in Addendum 14, signed by Bidder Legal Representative. The request of the Individual Clarification Meeting shall also be sent until XXXXXX XX 20XX to allow Bidding Committee to timely evaluate Bidder request.
* **To obtain a username to visit the Petronect Portal:** To participate in this Bidding Process, the interested party shall provide its due registration in the Opportunity of the Petronect Portal. In case they are not registered with the Petronect Portal, the system will give the instructions to obtain the access key.
* **Problems with connection and/or inquiries about the Petronect Portal:**

Foreign Bidders:

From United States: 1 886 791-9432

Other Countries: +1 713 808-2599

Brazilian Bidders:

Capitals, metropolitan areas and cell phone calls: 4020-9876

All other areas: 0800 282 atap84

* **Time Reference**: The times in “Start Date”, “End Date” “Competition Start Date” refer to the time zone set for the user visiting the Opportunity. This time zone is specified in tab “Basic Data” in field “Time Zone”. Example: ZBRRJ (BR as in Brazil, RJ as in Rio de Janeiro). The time zone can be changed in tab “Record”, and it is the responsibility of the user to keep it updated in case the workplace changes. All the times in this document refer to Brasilia time (GMT -3).

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# INTRODUCTION

* 1. **Objective**. PETRÓLEO BRASILEIRO S.A. - PETROBRAS, through SUPRIMENTOS/PROJINV/SUP/FPSOP, acting as Operator for the Consortium XXXXXXXX, using information technology resources, through the Petronect Electronic Procurement Portal – Procurement Negócios Eletrônicos S.A. (hereinafter referred to as “Online Portal”), which URL is www.petronect.com.br, respectively, intends to select the best Proposals in order to supply two (as described in Addendum 1) floating production, storage and offloading platforms (“FPSO”), in each case as herein defined as “Project”, on a lump sum prices basis, restricted to the Bidders approved in Pre-Qualification process Nr. XXXXXXXXXX, published in XXXXXX XX 20XX
     1. For such purpose, the present Request For Proposal (RFP) requires that each Bidder presents Proposal, as per definitions under Addendum 1 - Purchase and Sale Agreement (PSA) and its Exhibits.
     2. This RFP is intended to serve as a guide concerning the format, conditions and requirements such that all Bidders prepare their Proposal in an acceptable format and containing sufficient information to ensure full and fair consideration by PETROBRAS.
     3. This Bidding Process will be held by Request for Proposal sent electronically to Bidders, through using of the Business PETROBRAS Electronic Portal - Petronect (www.petronect.com.br), with sealed Proposals by security conditions (encryption and authentication) in all its phases.

**NOTE**: In case of any questions regarding the procedures of electronic quotation, through Petronect Portal, participants should come into immediate contact with the call center through the phone 0800 282 8484 or by WEB SERVICE, available on Petronect Portal (www.petronect.com.br), at the Contact us.

* + - 1. Participation in the Bidding Process will occur by login, in the Petronect Portal, through (i) entering the personal and nontransferable password of the accredited representative and (ii) subsequent attaching to the Petronect Portal of the Admissibility Documents and Commercial Proposal, pursuant to the date and time specified in this RFP.
  1. **Scope of Supply**. It is fully defined under Addendum 1 – Purchase and Sale Agreement and its Exhibits and will be governed by the Contract to be entered into by PETROBRAS and the Winning Bidder(s) of this selection procedure (also referred hereto as “Seller”) pursuant to the terms of this RFP.
  2. **Incorporation by Reference**. This RFP and the PSA will be incorporated by reference into and will be considered an integral part of the final Contract to be executed by PETROBRAS and the Winning Bidder(s), provided that in the event of any conflict between the terms of the Contract and the terms of the RFP, the Contract shall prevail.
  3. **Language**. All communications will be in the English language. Portuguese language may be used, as an alternative, when previously allowed by the Bidding Committee. Proposals shall be presented in English language.
  4. **Obligations**.
     1. Bidder is required to thoroughly review all documents such as drawings, data, specifications, and all other information contained in these Bidding Process Documents with respect to any and all terms, conditions and requirements of the Project, which may in any way affect the price of the nature of its Proposal, and to verify their suitability and accuracy of the Scope of Supply.
     2. In the event Bidder identifies any discrepancy, error or omission contained in the Bidding Process Documents, Bidder is required to ask PETROBRAS to clarify the issue within the prescribed period prior submission of Proposal, according to Article 9.
     3. Bidder is required to obtain environmental licenses necessary for the development of the activities object of the Contract, according to environmental legislation in force.
        1. If the Bidder does not hold the licenses above mentioned but has obtained a Statement of Adjustment of Conduct (TACs) that enables the development of such activities, shall submit a copy of their term and certificate of the competent environmental authority, demonstrating that this term has been regularly met.
  5. **Acknowledgment**. Bidder shall immediately acknowledge, electronically (by using of Petronect Portal, pursuant to the Section 1.1.3), receipt of this RFP, and a complete set of all appendices and attachments thereto and indicate its intention to submit a Proposal.
     1. If the Proposal requested herein should be addressed to another Bidder’s office or branch, Bidder shall notify, electronically (by using of Petronect Portal, pursuant to the Section 1.1.3), PETROBRAS immediately, indicating the correct office or branch to be considered.
     2. Bidder shall nominate (by using of Petronect Portal, pursuant to the Section 1.1.3), at least, 2 (two) authorized representatives, pursuant to a power of attorney in the form attached hereto as Addendum 2 (“Power of Attorney”) and Section 3.1.3 for communication with PETROBRAS during the Bidding Process, informing name, e-mail, as well as phone numbers for contact.
  6. **Decision Not to Submit a Proposal**. In the event that Bidder decides not to take part in this Bidding Process, Bidder shall notify, electronically (by using of Petronect Portal, pursuant to the Section 1.1.3), PETROBRAS of this decision.
  7. **Acceptance of Terms**. By submitting a Proposal, Bidder shall agree and accept all terms, conditions and requirements of this RFP and declare that it has obtained and reviewed all information regarding the Project, including the obligations of Seller pursuant to the PSA, and any legal requirements. Bidder shall not submit its proposal with any new term, condition or requirement besides those of RFP.
     1. Bidders shall be responsible for all transactions that are made on their behalf in the electronic system of Petronect Portal, taking as firm and true their Proposals.
     2. Once the Bidding Process is approved, the Winning Bidder will be notified by e-mail to access the Petronect Portal, where a bank slip payment of the Transaction Fee for Petronect - provided in item 9 of the Petronect Terms of Use and User/Subscriber – will be available for payment.
     3. The Transaction Fee will be 0.2% of the total value of the contract to be signed with PETROBRAS, limited to BRL 45,000.00 and shall be paid within the period stipulated in the payment slip.
     4. The default in payment on due date shall be subject to a fine of 2% on the Transaction Fee and the immediate assignment of credits, including those accessories of Petronect, for the account of PETROBRAS, which may, in the capacity of assignee, for the satisfaction of its credit, to use the withholding of due payments to any eventual contract in force with the Winning Bidder.
  8. **Interaction**. PETROBRAS and Bidders shall either communicate and exchange documents only electronically through Petronect Portal (www.petronect.com.br). Such procedure shall be conducted for clarifying issues arose by Bidders, communicating PETROBRAS answers and decisions, and exchange all documents related to the RFP process.
     1. The process shall be secure and reliable, and PETROBRAS shall make the same information available to all Bidders simultaneously.
     2. The access to the Petronect Portal will be made by entering the personal and nontransferable password of the accredited representative.
     3. Notwithstanding anything to the contrary provided elsewhere in this RFP, a Bidder may request PETROBRAS to make changes to this RFP, to PSA or clarify any inconsistencies or doubts. A Bidder may make such request addressed to the Bidding Committee explaining the reason for such request up to 10 Business Days before the opening of proposals . The Bidding Committee may accept, clarify or reject such request in its sole and absolute discretion. In the event that the Bidding Committee decides to make any change, or any communication with respect to the request, it shall announce such fact to all Bidders in circular letters through using of Petronect Portal.
  9. Bidder shall be responsible for obtaining consular visas and all required documents for its employees and representatives to enter and leave Brazil or elsewhere needed for the contract performance, as well as to perform their respective activities in the country, as case may be.
  10. We emphasize that the contract instruments arising from this Bidding Process, as well as all other documents related to their management, shall be digitally signed by the parties. This way, the interested parties must provide Digital Certificates, or use the Electronic Signature Portal available on Petronect, to those responsible for signing the contracts as parties, to the witnesses and to those responsible for signing any document related to its management. These Digital Certificates shall adhere to the certification process provided by ICP-Brasil.

# DEFINITIONS

“**Admissibility Documents**” is the group of documents listed on Section 3.2.10 of this RFP.

“**Advanced Payment Security**” has the meaning set forth in the Section 3.6 of this RFP.

**“Affiliates”** shall mean (i) any Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a Party; or (ii) any Person that, directly or indirectly, is the beneficial owner of fifty percent (50%) or more of any class of equity securities of, or other ownership interests in, a Party or of which a Party is directly or indirectly the owner of fifty percent (50%) or more of any class of equity securities or other ownership interests.

“**Bidder**” means a person, corporation or other legal entity, which has indicated its intention to submit a Proposal, according to Sections 1.6 and 3.2 of this RFP.

“**Bidder Group**” shall mean Bidder; its Affiliates; its subsidiaries and jointly controlled companies; its partners; its joint ventures, direct or indirect and all of their respective officers; its successors; its permitted assigns; its officers, directors, employees and agents”.

“**Bidder Legal Representative**” has the meaning set forth in the Section 3.1.3 of this RFP.

“**Bidding Committee**” means the executive committee established by PETROBRAS to oversee the Bidding Process.

“**Bidding Process**” means the process pursuant to which PETROBRAS intends to select the Winning Bidder(s) to execute a Contract or Contracts in accordance with this RFP.

“**Bidding Process Documents**” means any and all documents related to the Project made available by PETROBRAS to Bidder during the course of the Bidding Process, including the RFP.

“**Bidding Process Submission Date**” has the meaning set forth in the Section 3.1.2 of this RFP.

“**Business Days**” shall mean any day of the week other than a Saturday, Sunday and/or those days when the banks, in Brazil or in the Bidder’s country, are closed or it is an international holiday.

**“Circular Letter”** has the meaning set forth in the Section 9.2 of this RFP

“**Commercial Proposal**” has the meaning set forth in the Section 3.2.11 of this RFP.

“**Contract**” means the document substantially in the form of the Purchase and Sale Agreement (PSA) and signed by any Winning Bidder and PETROBRAS, formalizing the agreement between the Parties with regard to the Scope of Supply.

"**Contract Price**" is the sum of three price schedules (A + B1 + B2) set forth in the Section 3.3.1 of this RFP.

“**Days**” means calendar days unless otherwise specified.

**“Final Completion”** has the meaning set forth in the “Definitions” of the Addendum 1 – Purchase and Sale Agreement.

**“Final Acceptance”** has the meaning set forth in the “Definitions” of the Addendum 1 – Purchase and Sale Agreement.

“**FPSO**” means each one of the Floating, Production, Storage and Offloading Platforms – FPSOs to be constructed.

**“Handover”** has the meaning set forth in the “Definitions” of the Addendum 1 – Purchase and Sale Agreement.

**“Lump Sum Price”** shall have the meaning specified in Section 9.1 of the Addendum 1 – Purchase and Sale Agreement.

**“Proposal”** means the proposal for the **FPSO**.

“**Parent Company Guarantee**” has the meaning set forth in the Section 3.4 of this RFP.

“**Petrobras Group**” means Petrobras, its Affiliates, their respective officers, directors, employees, and agents (including subcontractors other than Contractor and its Subcontractors), and any Person legally authorized to act in the name of Petrobras or any member of the Consortium and/or its affiliates as defined herein.

“**Petronect**” is the Business PETROBRAS Electronic Portal - Portal Petronect (www.petronect.com.br).

“**Performance Security**” has the meaning set forth in the Section 3.5 of this RFP.

“**Power of Attorney**” has the meaning set forth in Addendum 2 of this RFP.

“**Price Schedule**” means the price schedule prepared in accordance with Addendum 5 of this RFP.

“**Project**” means the supply of the good, object of the Contract or Contracts.

“**Proposal**” means the proposal and all accompanying documentation submitted by Bidder on its Submission Date and in accordance with the terms and conditions of this RFP.

“**PSA**” means the Addendum 1 – Purchase and Sale Agreement of this RFP.

“**Request for Proposal**” or “**RFP**” means these Instructions to Bidders, which is included as part of the Request for Proposal, including any and all annexes, appendices, exhibits and Circular Letter thereto.

“**Scope of Supply**” has the meaning set forth in the “Definitions” of the Addendum 1 – Purchase and Sale Agreement.

“**Seller**” means the Winning Bidder of the selection procedure in accordance with this RFP who has signed the Contract(s) with PETROBRAS.

“**Statement of Price Formation**” means the statement of price formation prepared in accordance with Addendum 6 of this RFP.

“**Unified Statement**” means the statement of proposal prepared in accordance with Addendum 4 of this RFP.

“**Winning Bidder**” means the Bidder or Bidders that have been selected by PETROBRAS to supply the whole scope of the Contract or Contracts, and with whom PETROBRAS has negotiated the Commercial Proposal or Commercial Proposals pursuant to Article 4 of this RFP.

# BIDDING PROCESS REQUIREMENTS

* 1. Conditions for Submission and Delivery of Proposals.
     1. In accordance with the following, each Bidder shall present Proposal to supply at least one FPSO.
     2. The Proposals shall be submitted electronically in the Petronect Portal up to XXXXXX XX, 20XX (“Bidding Process Submission Date”), at 12 pm (**Brasilia Time)**, when they shall be accessed by the Bidding Committee as per this Article 4;
        1. It is recommended that Bidders do not attach theirs Admissibility Documents/Proposals on the last day of the collection period stipulated by PETROBRAS, in order to avoid possible operational disruptions.
     3. Proposals shall be submitted only by the signatory or person accredited by the Bidder (the “Bidder Legal Representative”) authorized in writing by the Bidder pursuant to a Power of Attorney in the form attached hereto as Addendum 2 (“Power of Attorney”).
     4. All Proposals submitted by Bidders shall be typed, numbered sequentially and initialed in all sheets and signed by the Bidder Legal Representative and shall include an executed statement (according to Addendum 4 – Unified Statement) from Bidder declaring that the Proposal is valid and irrevocable for the period provided in the Section 3.3.6 of this RFP.
     5. Failure by Bidder to submit any of the documents required by the RFP and this RFP, including, but not limited to, the documents requested on Addendum 9 (Guidelines for Presentation of Execution Plan - to be attached to the contract agreement as Exhibit XXIII – Technical Proposal), may result in not taking part to the Bidding Process or disqualification of the Proposal.
     6. Submission of any of the documents required by the RFP showing amendments, erasures, interlineations, reserves and interpretations or modifications of any item of the RFP or that are in incomplete form or substance, as determined by PETROBRAS, in its sole and absolute discretion, can result in not taking part to the Bidding Process or disqualification of the Proposal by PETROBRAS.
        1. Complementation may be permitted in cases where formalism affects the principle of competition, at PETROBRAS sole discretion.
     7. All Proposal documents shall be addressed to PETROBRAS.
  2. **The Proposal**
     1. In accordance with the terms of this RFP, each Bidder may submit a Proposal according to the conditions set forth in the Section 3.1.
     2. There are 3 (three) independent Lots: A, B and C. In order to submit proposal for Lot C, Bidders shall submit proposal for both Lots A and B.
     3. **Lot A**. Bidder will present a Proposal to supply one FPSO for XXXXXX project with at least of XX% of global Local Content requirement.
     4. **Lot B**. Bidder will present a Proposal to supply one FPSO for XXXXXX project with at least of XX% of global Local Content requirement.
     5. **Lot C**. Bidder will present a Proposal to supply two FPSO for XXXXXX and XXXXXX projects with the above mentioned Local Content requirement and with a gap of XXX days in its Handover deadline of the original term.
        1. The delivery order of the units in Lot C will be given by the lowest total price between lots A and B.
           1. In order to define the delivery order of the units, it is mandatory that the bidder establish in the Execution Plan of each FPSO in lot C which unit has lower price and it will be the first unit to be delivered.
        2. The gap between Handover deadlines does not mean that, in case of delay of the first FPSO during its construction, the second FPSO will be delayed or the Contract Schedule will be postponed in order to keep this XXX days interval.
     6. **Priority.** The proposals of Lot A and B will be evaluated with priority in relation to Lot C.
     7. **Excluding Lots.** Bidder can only be awarded with one lot, regardless of its classification on the others. The only way to be awarded with 2 FPSOs is through Lot C.
     8. **Judgement Criteria is the Lowest Combined Price of Lots A and B**. Petrobras will start to negotiate with Bidders that compose the lowest price in combination of the best proposals for Lots A and B, being understood the same Bidder cannot be awarded for both Lots A and B. This mechanism may be repeated, considering the lowest combined price, with the following Bidders and valid proposals seeking a successful negotiation for these lots.
        1. In case the negotiation is not successful in any of the Lots A or B, Petrobras will proceed with negotiation in Lot C, following the Lowest Price Criteria.
        2. In case of unsuccessful negotiation in Lot C, Petrobras may return to contract the one FPSO that the negotiation was successful in Lot A or Lot B, if it there is any. In this event, it will be considered the Lowest Price after previous negotiation set forth in Section 3.2.8.
     9. Each Proposal shall contain “Admissibility Documents” and “Commercial Proposal”
        1. Proposal in Lot C must contain different “Commercial proposal” files, separated in zipped folders and identified to which unit they refer. The potential reduction of price must be already divided between the two units.
     10. **Admissibility Documents**
         1. The Admissibility Documents shall contain the following documents prepared in accordance with this RFP:

1. Unified Statement as Addendum 4 of this RFP, which one shall be attached in the category “Technical Proposal” of Petronect Portal;
2. Incorporated Joint Venture Constitution Statement or Unincorporated Joint Venture Constitution (consortium), if applicable, prepared in accordance with Section 3.3.9, which one shall be attached in the category “Technical Proposal” of Petronect Portal;
3. Parent Company Guarantee as Addendum 3 of this RFP;
4. Guidelines for Presentation of Execution Plan (Addendum 9), which one shall be attached in the category “Technical Proposal” of Petronect Portal.
   * + 1. PETROBRAS may require additional information, documents complementation, at its sole discretion, prior its final acceptance.
     1. **Commercial Proposal**
        1. The Document “Commercial Proposal” shall contain the following documents, prepared in accordance with this RFP:
5. Price Spreadsheet (Addendum 5) with all provided fields duly filled in and completed by the Bidder, with values expressed in US dollars, with 2 (two) decimals, without rounding, dated and signed on all sheets by the Bidder Legal Representative and attached in the category “Commercial Proposal” of Petronect Portal.
6. The “Price Schedule” electronic file provided by the Bidders shall be in XLS format (free of locked cells or passwords) as well as PDF format from the signed originals.
   * + - 1. In case of conflict between the values filled in signed originals and values contained in the files provided in electronic media, shall govern the values given in documents signed without prejudice to the verification in the Section 3.2.11.1.2. of this RFP.
         2. When observed discrepancy between unit prices and total results from each item of the price spreadsheet, the unit prices prevail. In the case of price spreadsheet items where there is bound to a percentage of the value of another item, PETROBRAS reserves the right to consider the value correct result of this operation.
     1. The document “Statement of Price Formation” shall be duly filled in and attached on Petronect Portal in accordance with this RFP:
7. Statement of Price Formation, Addendum 6 of this RFP, signed by the Bidder Legal Representative. The “Statement of Price Formation” electronic file provided shall be in XLS format as well as signed PDF format. The electronic files shall be generated from the Statement of Price Formation electronic file, supplied by PETROBRAS, with all fields duly filled in by Bidders, with values in U.S. Dollars expressed to 2 (two) decimals, according to the instructions contained in Addendum 6. The Failure by Bidder to include in its Proposal the original Statement of Price Formation may result in disqualification of the Proposal.
   * + 1. The document “Statement of Price Formation” submitted by each Bidder is for exclusive PETROBRAS evaluation.
       2. No discrepancy between total values in the documents “Price Spreadsheet” (Addendum 5) and “Statement of Price Formation” (Addendum 6) shall exist. In case of conflict between the total values, it shall prevail the value given in the document “Price Spreadsheet” (Addendum 5) and Bidder shall adjust its “Statement of Price Formation” (Addendum 6) accordingly.
   1. Proposal Terms and Conditions.
      1. The Price Schedule of the Lots is split into three parts “A”, “B1” and “B2” and must be filled as below:
8. Price Schedule A: Lump-sum price for supply one FPSO;
9. Price Schedule B1 and B2: Unit Price Schedules to address occasional modifications deemed necessary by PETROBRAS;

Summary of Price Schedule: “Contract Price” (A + B1 + B2)

* + - 1. The total price in Price Schedule B1 must be equal to 0.1% of the Price Schedule A, and the total price in Price Schedule B2 must be equal to 1.9% of the Price Schedule A.
    1. The Lot A and Lot B considers the supply of one FPSO each.
       1. The Lot C considers the supply of both FPSO related in Lot A and B.
       2. The proposals for each FPSO within Lot C must be individually equal to or lower than the proposals submitted for Lot A and Lot B. This means the price proposal for Lot C will be obligatorily equal to or lower than the sum of the prices submitted for lots A and B.
    2. By submitting a Proposal, Bidder recognizes that time is of the essence for completion of Scope of Supply. Each Winning Bidder will be required to give satisfactory assurances of its capability and intention to complete the Scope of Supply within the time schedule established upon the Contract and its Exhibits.
    3. Bidder shall offer in the Commercial Proposal prices for full and complete compensation and performance of the Scope of Supply including all obligations under the Contract and in strict compliance with the provisions set forth in the RFP.
    4. Taxes, any other costs and fees associated with licenses, permits, clearances and duties, as well as the insurance requirements set forth in the Contract and its Exhibits, required for the performance of the Scope of Supply shall be calculated and included by Seller in the prices set forth in the Commercial Proposal.
       1. Proposal prices quoted and payments for the supply shall be in US Dollars, in accordance with the provisions of the Contract.
    5. The Proposal shall be valid and irrevocable to PETROBRAS for 180 (one hundred and eighty) Days from the Bidding Process Submission Date. This means the submission of the Proposal implies agreement with this validity term.
    6. All expenses incurred by any Bidder in preparing its Proposal and attending meetings, as case may be, and all such expenses otherwise associated with this RFP shall be born solely by such Bidder.
    7. When formulating its Proposal, Bidder shall also take into consideration all insurance requirements as set forth in Article 14 of the PSA.
    8. Bidders shall participate in the Bidding Process individually, in the form of an Unincorporated Joint Venture (Consortium), or by means of an Incorporated Joint Venture / SPE – special purpose enterprise.
       1. **In case of an Incorporated Joint Venture**. There is no restriction for the Pre-qualified Bidder to incorporate an SPE with company(ies) that has(have) not been qualified in the PETROBRAS PQ process (XXXXXXXXXX).
          1. To be able to participate by means of an IJV or SPE, the Pre-qualified company, i.e., the Company that was approved in Pre-Qualification Process Nr. XXXXXXXXXX, must provide as admissibility document (item 3.2.10.1 (b) of this RFP) an intention letter signed by all partners of the IJV which shall inform, at least:
* Percentage ownership of partners that constitutes the IJV;
* Main assignments of each partner; and
* Planned scheduled of IJV constitution after contract award.
  + - * 1. Bidder shall unconditionally and irrevocably enter into the undertakings contained in Addendum 3 Parent Company Guarantee.
        2. After the effective date of the Contract itself, Seller may request, by means of a written notice, the assignment of the Contract to an IJV or SPE, subject to PETROBRAS´ consent and to the provisions set forth on Section 3.3.9.1 of this RFP.
        3. If there is any problem or delay to constitute the IJV or to assign the Contract to the IJV, the prequalified Bidder shall be fully responsible to comply with RFP rules, Contract requirements and schedule.
      1. **In the case of Unincorporated Joint Venture (Consortium).**
         1. All companies that are part of the consortium must be qualified in the PETROBRAS PQ process (XXXXXXXXXX), i.e., the consortium formation is restricted to Pre-Qualified Companies.
         2. It must be presented, together with the proposal documentation, Instrument, public or private, of the Consortium Constitution Commitment, subscribed by the Consortium Members, indicating at least:

1. the purpose and composition of the Consortium, stating the percentage of individual participation of each Consortium Member in the scope of the contract;
2. the leader of the Consortium, shall have full powers to represent the Consortium throughout the bidding process and the term of the contract with PETROBRAS;
3. The leader company shall be the only legal representative of the Consortium and shall have full powers to represent the Consortium in both administrative and judicial proceedings;
4. all Consortium communications to PETROBRAS shall be done exclusively by the leader company.
5. the term of the Commitment set forth in Section 3.3.9.2.2, which must be linked to the duration of this bid;
6. the term of the Consortium, which may not be less than the contractual term, considering an eventual extension, if this possibility is provided for in the Purchase and Sales Agreement (Addendum 1), plus 6 months;
7. statement of commitments and obligations of the Consortium Members, including the statement that each Consortium Member will be jointly and severally liable for all contract requirements including but not limited to the fiscal and administrative issues related to the object of the bidding process, until the conclusion of the contract scope;
8. jointly and severally liability clause of the Consortium Members for the fulfillment of all obligations arising from the bidding process and the contract.
9. the Consortium composition cannot be changed unless authorized by PETROBRAS. Furthermore, the Leader Company cannot leave the Consortium until the conclusion of the contract scope (Last Man Standing clause).
10. a dispute resolution method to be used in the Consortium. It is recommended the use of the same dispute resolution method of the Contract.
    * + - 1. It is incumbent upon the leader company to register for the opportunity as a representative of the Consortium, issue statements, present proposal and qualification documents, respond administratively and judicially, including receiving notification, subpoena and citation, among other acts.
          2. The Consortium proposal must be signed by its Legal Representative or Attorney of the leader company and must contain all the information of the consortium members (full name and address, telephone numbers and e-mail address), as well as all Consortium members linked to the performance of the contract.
          3. All qualification requirements listed in this RFP must be proven by the Leader Company of the consortium, as described in (Addendum 12 - Qualification Parameters and its annexes).

All Consortium members shall present their Financial Statements. For proof of economic and financial capacity, the Financial Statements of the Leading Company shall be used.

The Legal requirements listed in this Notice document must be proven by each of the Consortium Members, as described in (Addendum 12 - Qualification Parameters and its annexes).

* + - * 1. The Consortium awarded with any of the Lots of this bidding process shall promote, before the execution of the contractual instrument and within 5 (five) Business Days from the request date by the Bidding Committee, its constitution and registration, pursuant to the Consortium Constitution Commitment presented together with the proposal, as well as its registration in the National Register of Legal Entities (CNPJ) or its equivalent in the country of origin of the Consortium.
        2. Exceptionally, upon written and reasoned request, previously authorized by Petrobras, the provisions of the Consortium Commitment Instrument that do not impact the result of this bidding process may be changed at the time of the constitution and registration of the Consortium.
  1. Parent Company Guarantee
     1. In addition to any other security provided herein, in the event Bidder is a subsidiary corporation or is controlled directly or indirectly by another entity or is more than 50% (fifth percent) owned by another entity, it is a condition precedent to the acceptance of any Bidding Process that the Bidder’s ultimate parent entity which owns sufficient assets, and has sufficient financial capacity, to provide the relevant security as guarantor (as determined by PETROBRAS in its sole and absolute discretion prior to the Bidding Process Submission Date) provide, electronically (by using of Petronect Portal, pursuant to the Section 1.1.3), a Parent Company Guarantee in the form set forth in Addendum 3 (“Parent Company Guarantee”), which is to be signed by an officer duly authorized to commit such entity, and shall be accompanied by a legal opinion, satisfactory to the PETROBRAS, to the effect that the Parent Company Guarantee is valid, binding and enforceable under the laws of the jurisdiction of its incorporation and that the above-referenced officer is a representative of such entity duly authorized to execute such document. The Legal Opinion shall be signed by a reputable and independent lawyer or law firm, regularly licensed to issue such Legal Opinion in the jurisdiction of Bidder's incorporation. None of the Legal Opinion's signatories shall be an employee of Bidder or Bidder's Group. Bidder shall provide evidence that the respective lawyer or law firm has the necessary skills, reputation, and legal authorizations to issue such statement in that jurisdiction.
        1. If the aforementioned ultimate parent entity is a government, a financial institution (banks, investment companies, including government-owned entities) or an investment fund, the guarantor of the PCG can be the immediate preceding entity. In this case, if the immediate preceding entity is the prequalified Bidder itself, it must comply with the Economic Criterion as per Addendum 12 in order to be exempted to present a PCG.
     2. At least 30 (thirty) Days prior to the Bidding Process Submission Date, Bidder shall notify, electronically (by using of Petronect Portal, pursuant to the Section 1.1.3), the Bidding Committee of its necessity to submit or not to submit a Parent Company Guarantee with its Bidding Process, along with certified documentation (acceptable to Bidding Committee in its sole and absolute discretion) evidencing and justifying such decision, which one shall be attached to the category “Technical Proposal” of Petronect Portal. In the event Bidder is to submit a Parent Company Guarantee, such documentation shall also include information (satisfactory to the Bidding Committee in its sole and absolute discretion), which one also shall be attached to the category “Technical Proposal” of Petronect Portal, concerning the assets of such parent company and the sufficiency of such assets to satisfy Bidder’s potential obligations in the Project if Bidder is chosen as the Winning Bidder and subsequently becomes the Seller.
     3. The purpose of the Parent Company Guarantee is to guarantee the satisfactory performance of Seller’s obligations under the Contract in accordance with Section 3.3.
     4. Bidders taking part in the Bidding Process by means of an Incorporated Joint Venture (IJV) must provide a PCG (mandatory). Bidders can choose to provide either a PCG with a single guarantor or a PCG with multiple guarantors.
        1. In case of IJV choose to provide a PCG with a single guarantor, this one shall be the ultimate parent entity of the pre-qualified Bidder or the pre-qualified Bidder itself. The guarantor must comply with the Economic Criterion as per Addendum 12. In case of pre-qualified Bidder is the guarantor, Section 3.4.1 shall also be followed.
        2. In case of IJV choose to provide a PCG with multiple guarantors, those ones shall be at least one ultimate parent entity of a pre-qualified Bidder involved in IJV or at least a pre-qualified Bidder itself. At least these guarantors must comply with the Economic Criterion as per Addendum 12. In case of pre-qualified Bidder is the guarantor, Section 3.4.1 shall also be followed. Each Guarantor shall be jointly and severally liable for the performance of all obligations Guaranteed in that PCG.
     5. The Parent Company Guarantee shall remain in full force and effect until all obligations and liabilities of the Seller have been paid or performed in their entirety, as per Section 17.3 of the Contract.
     6. If Bidder decides to present a Parent Company Guarantee to cover the Advance Payment (Addendum 15), it shall be presented separately and shall be kept in full force independently of the Parent Company Guarantee of this Section 3.4.
     7. The specific requirements of the Parent Company Guarantee for the Advance Payment are stated in the Section 3.6.
  2. Performance Security
     1. The Winning Bidder shall provide to PETROBRAS, before signature of the Contract, a performance security (“Performance Security”) to guarantee the satisfactory performance of Seller’s obligations under the Contract, according to the following terms and conditions:
        1. The value of the Performance Security shall correspond to the amount of 5% of the Proposal’s Contract Price.
        2. The Performance Security shall be kept in full force and effect until the achievement of the Final Completion.
     2. The following forms of Performance Security shall be accepted:

1. Performance Bank Guarantee, as per the model form Addendum 7 to this RFP;
2. Performance Bond, issued by an Insurer (Surety) duly authorized to operate.
   * 1. The decision to contract the Performance Bank Guarantee or Performance Bond shall be taken by the Winner Bidder at its sole discretion.
     2. If the Winning Bidder decides to present more than one form of Performance Security, or even from different Banks or Sureties as per Section 3.5.2 above, the aggregated values of all Performance Securities presented shall be according to the amounts required by Section 3.5.1 of this RFP.
     3. Upon the referred guarantee being issued via Performance Bank Guarantee, such must be issued by a bank accepted by PETROBRAS.
        1. The assurance bank must bear risk classification established by agency internationally qualified and acknowledged in the Scale of Global Ratings for “Investment Grade” or present in the Brazilian National Ratings Scale the rate as “Aaabr“ or equivalent. The issuing bank always must be approved by the credit department.

3.5.5.1.1 It is PETROBRAS discretion to apply any other economical or financial consideration as may be necessary for acceptance of the issuing bank. The issuing bank always must be approved by the credit department. If the issuing bank is not approved by the credit department, an approved confirming bank will be required.

* + - 1. For Performance Securities originally denominated in other currencies, the conversion to the requisite amount in US Dollars will be according to the exchange rate, as published by the Central Bank of Brazil, two Business Days before the issuance of the Performance Security.

* + 1. It is a mandatory requirement that the Performance Security be submitted to PETROBRAS for approval at least 20 (twenty) Days prior to the date of signature of the Contract.
    2. In case there is an amendment to the Contract that postpone the deadline of the delivery of the FPSO, the Performance Security shall be extended accordingly, so as to reflect the new deadline established or a new one has to be issued, under the same conditions of this RFP.
    3. In case of any claim from PETROBRAS pertaining to the Contract, the Performance Security shall remain valid until the later of:

1. Performance by Seller of all the obligations undertaken under the Contract;
2. Parties agree the solution of such claim.
   * 1. The Performance Security will be returned to the Seller 30 (thirty) Days after the Final Completion, if there is no claim of PETROBRAS in force, related to the obligations under the Contract or 30 (thirty) Days after its final resolution.
     2. PETROBRAS shall previously notify the Seller in case of claims upon the Performance Security.
   1. Advance Payment Security.
      1. Notwithstanding other guarantees demanded in this RFP, the Winning Bidder shall also provide to PETROBRAS, before issuing the invoice for the first Payment Milestone, a guarantee in one of the following forms: Parent Company Guarantee – PCG, bank guarantee or Surety Bond (“Advanced Payment Security”) approved by PETROBRAS, as per Section 3.6 of this RFP, to guarantee the advanced payment offered by PETROBRAS according to Milestone “Advance Payment” of Appendix I of Exhibit XI (LUMP SUM PERCENTUAL PRICE DISTRIBUTION AND MEASUREMENT CRITERIA) of Purchase and Sale Agreement and according to the following terms and conditions:
         1. The value of the Advance Payment Security shall correspond to the amount of 10% of the corresponding FPSO Lump Sum Price.
         2. The Advance Payment Security shall be kept in full force and effect throughout the term of the Contract.
            1. When Buyer has paid at least 50% (fifty percent) of the Lump Sum Price, Seller will be allowed to reduce the Advance Payment Security to the amount of 5% of the Lump Sum Price;
            2. When PETROBRAS accepts the Milestone “FPSO Power Generation System Full Load Test” (according to Exhibit XI - LUMP SUM PRICE DISTRIBUTION AND MEASUREMENT CRITERIA), Seller will be allowed to reduce the Advance Payment Security to the amount of 2% of the Lump Sum Price of the corresponding FPSO;
            3. When PETROBRAS accepts the Final Completion Certificate (according to PSA Section 3.33 – Advance Payment Security), Seller will be allowed to recover the Advance Payment Security of the corresponding FPSO.
            4. The following forms of Advance Payment Security shall be accepted:
3. Bank Guarantee, as per the model form Addendum 11 to this RFP;
4. Guarantee Bond, issued by an Insurer (Surety) duly authorized to operate;
5. Parent Company Guarantee for Advance Payment– PCG, as per Addendum 15;
6. A mix of the previous forms.
   * + - 1. If Seller presents a Surety Bond, whose Policy must be issued by an Institution authorized by SUSEP to operate in the insurance market, that is not under a Tax Management, Intervention, Extrajudicial Winding up or Special Inspection regime, and which is not complying with a suspension penalty imposed by SUSEP, observing the guidelines provided in the Circular SUSEP 662/2022.
         2. If Seller presents a Parent Company Guarantee for the Advance Payment according to the model available in Addendum 15 it must present, together with this corporate guarantee, (i) the financial statements of the guarantor company , belonging to the same economic group of the guaranteed company, which must meet the accounting indicators- financial terms stipulated by Buyer; (ii) document proving the relationship between both companies (guarantor and Seller) and (iii) “Legal Opinion”, in terms and conditions accepted by Buyer, in case of issuance by controller abroad or who owns assets abroad, to ensure, as main paying and jointly and severally liable, in an irreversible and unconditional manner, the payment of amounts owed by Seller to Buyer, under the terms of this agreement.

The PCG for the Advance Payment may be issued by another parent company besides the ultimate parent company of the Seller.

If Guarantor indicates assets outside its country which sum shall be at least equal to the Advance amount, as per Article 5 of the Parent Company Guarantee for Advance Payment, an additional Legal Opinion shall be provided for the country where such assets are located.

* + - * 1. The company issuing the PCG must have a credit rating issued by two agencies (Moodys, Fitch or S&P), according to the issuer's long-term or senior unsecured issue rating, or equivalent. The credit rating must remain valid throughout the exposure period of this guarantee according to the advance percentages that may be covered by the PCG. They vary according to the credit rating of the companies, which must be as defined in the schedule below:

Tabela

Descrição gerada automaticamente com confiança baixa

* + - * 1. The total amount of outstanding advances guaranteed by the Parent Company Guarantee issuer in any contract entered into with Buyer cannot be greater than the percentage of the New Worth (% PL) indicated in the table above, related to the shareholders' equity of this company. For each new advance granted, the indicator must be reassessed by Buyer.
        2. Whenever requested, Seller shall forward to Buyer, within 10 (ten) Days, the financial statements of the guarantor, as well as any other information that will allow Buyer to carry out the analysis of the economic and financial structure of its guarantor.
        3. If Parent Company Guarantee is offered and the respective guarantor company is no longer classified, on a global scale, in the risk classification levels required by Buyer in item 3.33.2.1, or if the guarantor company fails to meet the requirements during the term of the guarantee, Seller undertakes to, within a period of up to 30 (thirty) days from the notification of the Seller by Buyer, replace such guarantee with another accepted by Buyer pursuant this Section, to be previously approved by Buyer;
        4. If Seller does not present another type of guarantee accepted by Buyer or if it does not return the advance amounts within the period and form established in the item above, PCG will be executed by Buyer.
      1. If Seller presents a Letter of Bank Guarantee, in the form of Addendum 11 - ADVANCED PAYMENT SECURITY - FORM OF BANK GUARANTEE.
         1. The assurance bank must bear risk classification established by agency internationally qualified and acknowledged in the Scale of Global Ratings for “Investment Grade” or present in the Brazilian National Ratings Scale the rate as “Aaabr“ or equivalent. The issuing bank always must be approved by the credit department.
      2. It is PETROBRAS discretion to apply any other economical or financial consideration as may be necessary for acceptance of the issuing bank. The issuing bank always must be approved by the credit department. If the issuing bank is not approved by the credit department, an approved confirming bank will be required.
    1. If the Winning Bidder decides to present more than one form of Advanced Payment Security, or even from different Banks, the aggregated values of all Advance Payment Security presented shall be according to the amounts required by Section 3.6.1 of this RFP.
       1. For Advanced Payment Securities originally denominated in other currencies, the conversion to the requisite amount in US Dollars will be according to the exchange rate, as published by the Central Bank of Brazil, two Business Days before the issuance of the Advanced Payment Security.
       2. Under no circumstances it will be due or granted advanced payment by PETROBRAS without being the guarantee accepted by PETROBRAS is in effect.
    2. In case there is an amendment to the Contract that postpone the Milestone “Final Completion”, the Advanced Payment Security shall be extended accordingly, so as to reflect the new deadline established or a new one has to be issued, under the same conditions of this RFP.
    3. In case of any claim from PETROBRAS pertaining to the Contract, the Advanced Payment Security shall remain valid until the later of:

1. Seller achieves the physical progress and Milestones mentioned on Section 3.6.1.2;
2. Parties agree the solution of such claim.
   * 1. PETROBRAS shall previously notify the Seller in case of claims upon the Advanced Payment Security.
     2. Other requirements and conditions for the guarantees mentioned in item 3.6.1.2.4 are set out in Addendum 1 - Draft of the Contractual Instrument and its annexes.

# PROPOSALS PROCEDURES

* 1. In accordance with the Section 3.1.2, Bidders shall submit, electronically (through the Petronect Portal), all the Proposals up to **XXXXXX XX, 20XX** (“Bidding Process Submission Date”), **at 12PM (Brasilia’s GMT)**, when they shall be accessed by the Bidding Committee as per this Article 4.
     1. Until the “Bidding Process Submission Date” and at the time scheduled in the Section 3.1.2, Bidders shall access to “Items” folder and fill in the “Price” column with the Proposal Contract Price, which one shall be equal to the total value of the Price Spreadsheet.
  2. The Bidding Process shall be processed and adjudicated pursuant to the following procedures:
     1. Evaluation of the Admissibility Documents

4.2.1.1 On the Bidding Process Submission Date and at the time scheduled (Brasilia’s GMT) in the Section 3.1.2, the Bidding Committee will access, through Petronect Portal, the “Admissibility Documents”. Evaluation by the Bidding Committee of all Admissibility Documents in order to check if Bidder comply with the RFP requirements.

* + 1. Evaluation of the Commercial Proposals
       1. On the Bidding Process Submission Date and at the time scheduled (Brasilia’s GMT) in the Section 3.1.2, the Bidding Committee will access, through Petronect Portal, the “Commercial Proposals”. Evaluation by the Bidding Committee of all Commercial Proposals from qualified Bidders in order to check which Proposals are classified according to Article 5 of this RFP.
  1. Opening of the Statement of Price Formation of Bidder (or Bidders) which submitted Proposal (or Proposals) that was (or were) classified as best ranked Adjusted Proposal of Contract Price (Price Schedules A + B1 + B2), pursuant to Article 5 of this RFP.
  2. PETROBRAS may negotiate with the Bidder (or Bidders) that submitted a Proposal (or Proposals) classified as best ranked, pursuant to Article 5 of this RFP, at PETROBRAS’s sole discretion, in order to obtain better terms or conditions (whether economic, legal or otherwise) for PETROBRAS.
     1. In the event of unsuccessful negotiation with the Bidder (or Bidders) which submitted Proposal (or Proposals) classified as best ranked “Contract Price” pursuant to Article 5 of this RFP, at PETROBRAS’s sole discretion, PETROBRAS may negotiate with the Bidder (or Bidders) which submitted Proposal (or Proposals) classified as second best ranked of Contract Price (Price Schedules A + B1 + B2) or with any of the other remaining Bidders at its sole discretion, in order to obtain better terms or conditions.

# PROPOSALS EVALUATION

* 1. **No Bidding Process Abandonment**. Bidders shall not abandon classified Commercial Proposals except for just cause, due to supervening fact accepted by Bidding Committee.
  2. **Disqualification Based on Commercial Proposal**. The Bidding Committee may require the disqualification of a Bidder based on the Bidder’s Commercial Proposal in the following cases:

1. Non-compliance by Bidder with the requirements of this RFP and its annexes.
2. Bidder is found to have presented a Proposal for an amount evidently excessive or very inferior then PETROBRAS’s estimated Proposal price or a Proposal based on prices too far from the market practice.
3. The stipulated limits for Unit Prices are not observed in the Price Spreadsheet.
   1. The Bidder(s) declared (or to be declared) the Winning Bidder(s), in PETROBRAS’s sole and absolute discretion, may lose the right or expectation of right to sign the Contract in case of:
4. Bankruptcy, insolvency, liquidation, dissolution or an economic or financial condition that may in PETROBRAS’s sole and absolute discretion adversely affect or threaten the financial health or solvency of the Bidder.
5. Existence of lawsuits based on lack of payment or notary notification of lack of payment against the Bidder, the value of which may in PETROBRAS’s sole and absolute discretion adversely affect or threaten the financial or economic health or solvency of the Bidder, or the performance of Bidder’s contractual obligations.
   1. In any of the cases foreseen on Section 5.3 of this RFP, PETROBRAS may, at its sole discretion, call the subsequent best classified Bidder (or Bidders), to negotiate prices and better conditions, as well as execute the Contract or cancel and void this Bidding Process.
   2. **Evaluation Criteria**.
      1. The Bidding Committee shall only evaluate the Commercial Proposals of admitted/qualified Bidders.
         1. The Best Proposal will be the lowest value of the **Proposals starting by Lots A and B**.
         2. If the same Bidder is best ranked in both Lots A and B, Petrobras's objective and internal criteria will be considered to define the priority of negotiation between the Lots. The Bidder will be informed of which Lot the negotiation is about.
         3. In case of an unsuccessful negotiation in any of the Lots A or B, the best ranked in Lot C will be called to negotiation.

# QUALIFICATION

* 1. As soon as the qualification has been initiated, the Bidding Committee may convene the Bidder(s) that present the best Proposal(s) to evaluate the qualification criteria provided for in Addendum 12 in order to be verified. For criteria with which such Bidder has not proven compliance in the Register of Suppliers or whose registration is outdated, assessment questionnaires will be opened, through which this Bidder shall submit the requested documents for the respective criterion.
     1. The qualification phase will be terminated after the end of the negotiation phase.
     2. The deadline for completing the questionnaires will be 5 (five) Business Days, which may be extended for up to the same period at the discretion of PETROBRAS.
     3. Once the established period has ended, the questionnaires will be automatically closed and sent to PETROBRAS for analysis.
     4. The Bidding Committee may perform due diligence to clarify the content or remedy defects or inconsistencies found in the qualification documents, and a period of 5 (five) Business Days is determined for the Bidder to correct the defects or inconsistencies found.
     5. The Bidding Committee may grant a new deadline for the due corrections if they consider that the defects or inconsistencies have not been corrected in an appropriate manner.
  2. PETROBRAS will analyze the documents submitted, verifying compliance with the requirements in this RFP and its addenda. Other websites may be visited in order to judge the qualification, in particular official sites that issue statements and certificates, as well as the information available in the Register of Suppliers and internal systems of PETROBRAS.
  3. If such Bidder does not meet the requirements for qualification, the Bidding Committee shall call upon the next-placed Bidder to analyze the effectiveness and the qualification criteria of its Proposal, to negotiate and to qualify in adherence to the referred Addendum 12.
  4. If the Bidder meets the requirements for qualification, they will be declared the winner by the Bidding Committee.
  5. As provided for in Decree No 9.355/18 of 04/25/18 - Art. 1st – paragraph 7, “the contracting of goods and services carried out by consortia operated by Petrobras will be subject to the private companies’ own regime, in which case the bidding procedure does not apply, observing the principles of public administration provided for in the Constitution”.
  6. In this regard, the bid will be known only to the appropriate authorities of Petrobras and the partners of the Consortium. There will be no Public Act to open it and no appeals apply throughout the process.

# GENERAL PROVISIONS

* 1. **Fraud; Bad Faith; Material Omissions**. If at any time during the Bidding Process, or during the performance of Scope of Supply, PETROBRAS concludes, in its sole and absolute discretion, that a Bidder has engaged in fraudulent behavior, willful misconduct, acted in bad faith or omitted material information from its Proposal, then PETROBRAS may, without prejudice of any other applicable legal sanction, prohibit such Bidder from continuing in the Bidding Process and/or from entering into any contract with PETROBRAS’s Group.
  2. **No Price Alterations**. PETROBRAS shall not accept, under any circumstance whatsoever, future claims of omission in the Proposal to the execution of the Contract or a lack of accuracy related to the contracted quantity, with the purpose of altering the proposed price.
  3. **Right to Cancel the Process**. PETROBRAS may at any time prior to the signature of the Contract, and at its sole discretion, cancel and void this Bidding Process, and Bidders shall have no rights, advantages claims or compensation or indemnities whatsoever arising from such cancellation by PETROBRAS.
  4. **Proposal Costs and Expenses**. All costs and expenses incurred by Bidder associated with the preparation of its Proposal, including without limitation, legal, accounting, travel and printing costs, shall be borne solely by Bidder, regardless of whether Bidder is the Winning Bidder, and regardless of whether the Contract is awarded to any Bidder.
  5. **Governing Law; Venue**. The RFP and all agreements and instruments contemplated by this RFP shall be construed, interpreted and enforced in accordance with the Brazilian Law and *Regulamento de Contratos da Petrobras* (RLCP). Any potential disputes resulting from this Bidding Process shall be settled by the State Court of Rio de Janeiro.
  6. In compliance with Brazilian Decree No. 7,203, of 04 June 2010, Bidder shall be aware that:
     1. Seller shall not keep, during the execution of the Contract, subject to penalties or Contract termination, executives or partners with decision making powers who are spouses, companions or relatives, in indirect or direct line, by consanguinity or affinity, down to the third degree, of PETROBRAS´ employees assigned to key functions to : (i) authorize the Contract signature; (ii) sign the Contract; (iii) respond to any claims; (iv) be accountable for the contracting; (v) be immediately hierarchically superior to the responsible for claims (vi) be immediately hierarchically superior to the responsible for the contracting.
     2. Bidder(s) selected to sign the Contract (or Contracts) shall submit a declaration, as per attached model in EXHIBIT XVIII - STATEMENT OF ABSENCE OF IMPEDIMENTS PROVIDED FOR IN THE ARTICLE 38, ITEMS I TO VIII OF LAW No. 13,303/16, reaffirming the terms of this item.

# CONTRACT(S) SIGNATURE

* 1. **Contracts Award**. The Winning Bidder(s) will be formally invited by PETROBRAS to sign the Contract(s) within 10 (ten) Days of such notice. The Contracts will not be signed before XXXXXX XX, 20XX, except where otherwise agreed between Winning Bidder(s) and PETROBRAS.

8.1.1. The term foreseen for the signing of the contract may be extended at the initiative of Petrobras or when requested by the Winning Bidder, during the respective period of the term originally granted, and provided that there is a reason justified by the Winning Bidder and it is accepted by PETROBRAS. If accepted, the Contract’s terms and deadlines shall be reduced to reflect the corresponding days of delay in signing the Contract.

* 1. The Contract instrument(s) arising from this Bidding Process, as well as all other documents related to its (their) management, shall be digitally signed by the parties through the Electronic Signature in the Petronect Portal.
  2. The Winning Bidder shall mandatorily provide the Performance Security, so as to assure the compliance to the contractual obligations, with the duration valid, under penalty of losing the essential condition for signing the Contract.
  3. **Failure to Sign**. The failure to sign the Contract by Winning Bidder(s) because of its desistance or for any reason attributable to it, shall imply in the application of sanctions, in PETROBRAS’s administration field as much as the applicable legal ones.
     1. It shall be assumed as a decision of Winning Bidder not to sign the Contract, and therefore to abandon the Process, if the deadline set for Winning Bidder’s signature as per Section 8.1 of this RFP expires and no signature by Bidder Legal Representative is affixed to the Contract.
  4. Under its sole discretion and without any previous consent from Bidders, before or after the closure of this Bidding Process, PETROBRAS may assign or transfer, in whole or in part, its rights and obligations related to such Process to any of its Affiliates or to any member of Petrobras Group. In such case, and upon written and prior notice to Bidders or Sellers, in case such transfer or assignment occurs after the announcement of Winning Bidder(s), this Affiliate or member of Petrobras Group will entirely succeed PETROBRAS under all documents or agreements related to the Bidding Process.

# CLARIFICATIONS

* 1. **Requests for Clarification**. Clarification requests related to the interpretation of the terms of the RFP and its parts, including this RFP, as well as any incorrectness or disparity therein shall be indicated and sent to PETROBRAS, through Petronect Portal, as described in the Sections 1.1.3 and 1.9 of this RFP, by completing the worksheet provided in the Addendum 10, up to 10 (ten) Business Days before the Bidding Process Submission Date. After this period, any ambiguities will be subject to the exclusive interpretation by PETROBRAS, at the time of Bidding Process judgment or during the execution of the Scope of Supply.
  2. **Circular Letter**. Any clarification or changes to this RFP prior to the Bidding Process Submission Date should be addressed and pointed to PETROBRAS, written by "COLLABORATION ROOM" which is in the folder "INFORMATION BUYER" in the "Opportunity" related to this Bidding Process, located in Petronect Portal.

# COMPLIANCE

* 1. Bidders declare and ensure that Bidders themselves and members of Group were informed of their obligations related to the Anti-corruption Laws and all of them have appropriated policies and procedures in force and related to ethics and conduct in business and to Anti-Corruption Laws. The existence of such politics and procedures may be audited by PETROBRAS.
  2. Bidders agree to cooperate and aid the audit, verification or investigation performed by PETROBRAS related to any alleged, suspected or proven non-conformity to the obligations under this RFP and their all addenda or the Anti-Corruption Laws by the Bidders or by any members of the Group of and the names of any companies constituting it.
  3. Bidders shall report any request, express or implied, of any personal advantage made by an employee of PETROBRAS of by third parties to the Bidders, its subsidiaries, parent companies and companies under common control, its respective administrators, agents, employees, representatives and third parties acting in the interest or benefit of the Bidders. Such requests shall be reported, in written, by the website https://www.contatoseguro.com.br/petrobras.

# ADDENDA

Addendum 01: PURCHASE AND SALE AGREEMENT

Addendum 02: FORM OF POWER OF ATTORNEY

Addendum 03: PARENT COMPANY GUARANTEE

Addendum 04: UNIFIED STATEMENT

Addendum 05: PRICE SCHEDULE & AND LUMP SUM PRICE DISTRIBUTION

Addendum 06: STATEMENT OF PRICE FORMATION

Addendum 07: PERFORMANCE SECURITY - FORM OF BANK GUARANTEE LETTER

Addendum 08: PETROBRAS IN COMPLIANCE LETTER

Addendum 09: GUIDELINES FOR PRESENTATION OF EXECUTION PLAN

Addendum 10: FORM OF REQUEST CLARIFICATIONS

Addendum 11: ADVANCED PAYMENT SECURITY - FORM OF BANK GUARANTEE LETTER

Addendum 12: QUALIFICATION PARAMETERS AND ITS ANNEXES

Addendum 13: INDIVIDUAL CLARIFICATION MEETING GUIDELINES

Addendum 14: STATEMENT OF INTEREST OF INDIVIDUAL CLARIFICATION MEETINGS

Addendum 15: PARENT COMPANY GUARANTEE FOR ADVANCE PAYMENT