

# NATIONAL HYDROCARBONS COMMISSION

# **BIDDING CONDITIONS**

FOR THE AWARDING OF LICENSE

AGREEMENTS FOR HYDROCARBONS EXTRACTION IN TERRESTRIAL CONTRACTUAL AREAS – THIRD INVITATION TO BIDDING

**BIDDING CNH-R01-L03/2015** 

INVITATION TO BIDDING

CNH-R01-C03/2015



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The National Hydrocarbons Commission, in accordance with Articles 25, paragraphs four, six and eight, 27, paragraph seven, 28, paragraph four, and 134 paragraph one of the Federal Constitution of the United Mexican States; Five, Seven and Eight Transitory of the "Decree which reforms and adds various provisions of the Federal Constitution of the United Mexican States, Energy-Related", published in the Federal Official Gazette on December 20, 2013; 11, 15, 18, 19, 23, 24, 26, 29, 30, 31, and 46 of the Hydrocarbons Law; 35, 36, 37, 38, and 43 of the Hydrocarbons Law Regulations; 3, 4, 22, Items I, III, and IV, 38, Item II, and 39 of the Law for Coordinated Energy Regulatory Agencies; 1, 3, 5, 7, 8, 12, 15 and others related to the Administrative Provisions for Bidding Contracts for Hydrocarbons Exploration and Extraction, published in the Federal Official Gazette on November 28, 2014; 10, Item I, 11, and 13, Item I, (d) of the Internal Regulations of the National Hydrocarbons Commission, as well as the technical Guidelines and the economic conditions regarding the tax terms issued by the Ministry and the Treasury Department, decided to approve the issuance of these Conditions for the awarding of License Agreements for Hydrocarbons Extraction in 25 Contractual Terrestrial Areas (Bidding CNH-R01-L03/2015.)

#### SECTION I. BACKGROUND

**1. - Energy Reform.** On December 20, 2013, the Federal Executive Branch published on the FOG the Decree which reforms and adds several provisions of the Federal Constitution of the United Mexican States, in matters of Energy.

According to the constitutional text, when it comes to oil and solid, liquid and gaseous hydrocarbons on the subsoil, the Nation's property is inalienable and imprescriptible and, with the purpose of obtaining income for the State to contribute to the long term



development of the Nation, this will carry out the oil and other hydrocarbons exploration and extraction activities through the designations to productive State companies or through agreements with such companies or private ones.

Also, the Constitutional Reform Energy Decree, on its transitory provision ten (b), anticipates that the CNH will have, among others, the faculties to carry out biddings, design winners and execute the agreements for the hydrocarbons exploration and extraction activities; manage the technical designations and agreements; supervise the extraction plans which maximize the field time productivity and regulate the hydrocarbons exploration and extraction.

On August 11, 2014, the Federal Executive Branch published, on the same official diffusion media, nine new laws and reforms to the twelve existing ones, which constitutes the legal frame of the constitutional reform referred to in first instance. From this legal frame the Hydrocarbons Law, the Hydrocarbons Income Law and the Law for Coordinated Energy Regulatory Agencies stand out. On the same day, August 11, the Federal Executive Branch announced the first approximation to Round One, which was presented by the Energy Secretary on August 13, together with the Deputy Secretary of Hydrocarbons and the Commissioner President of the National Hydrocarbons Commission.

On October 31, 2014, the Federal Executive Branch published twenty-four regulations, one decree and one statute with which the appropriate conditions to detonate investment are created, ensuring the Nation's ownership over the hydrocarbons in the subsoil and reaffirming the rectorate of the State in the hydrocarbons exploration, extraction, refining, petro-chemistry, transport and storage processes and in the electricity sector activities.

On November 28, 2014, the CNH published on the FOG the Administrative Provisions for Bidding Contracts for Hydrocarbons Exploration and Extraction, which regulate the



acts and stages to be carried out in the bidding and awarding processes of Exploration and Extraction Agreements under the CNH charge.

2. - <u>Approval of the Bidding and Invitation to Bidding</u>. With reference to official letter number 500.228/15 of the Ministry, the Government Agency of the CNH approved the Bidding for the awarding of Agreements for Hydrocarbons Extraction, issued the Invitation to Bidding CNH-R01-C03/2015, through Agreement CNH.E.14.001/2015, dated May 11, 2015, and Bidding Conditions CNH-R01-L03/2015, through Agreement CNH.E.14.002/2015, dated May 11, 2015. Therefore, Invitation to Bidding CNH-R01-C03/2015, through Agreement CNH.E.14.001/2015, dated May 11, 2015, and Bidding Conditions CNH-R01-L03/2015, through Agreement CNH.E.14.002/2015, dated May 11, 2015 were issued.

**3. - Publication of the Invitation to Bidding**. The CNH published Invitation to Bidding CNH-R01-C03/2015 on the Federal Official Gazette and on the Website www.ronda1.gob.mx on May 12, 2015.

### SECTION II. GENERAL BIDDING PROVISIONS

This document constitutes Bidding Conditions CNH-R01-L03/2015, which are public and will be made available on May 12, 2015, on the Website: <a href="www.ronda1.gob.mx">www.ronda1.gob.mx</a>, in which, regardless of the Bidding and in particular and of the clarification stages, the Interested Parties and the public in general may comment on its content, including its annexes.

This Bidding will take place in-person, therefore, the Interested Parties and Bidders must submit, in person, their Pre-qualification documents and Proposals and may not issue them in any other way. Notwithstanding the above, the Interested Parties and the Bidders may submit their questions electronically during the clarification stages,



according to the corresponding numeral of these Conditions.

Unless otherwise provided, the Interested Parties and the Bidders must refrain from having contact with any public officer of the CNH or from any other institution, agency or entity involved in the Bidding, in order to obtain information or clarification regarding any subject related to the Bidding or from influencing its process. It is established that not even the precepts contained in these Conditions, nor the content of the Proposals will be subject to any type of negotiation.

### 1. Bidding stages

These Conditions regulate the process by which the Bidding CNH- R01 -L03/2015 will take place, which consists in the following stages:

- Publication of Invitation to Bidding and Conditions;
- · Access to the information from the Data Room
- Visits to the Contractual Areas;
- Enrollment in Bidding;
- Clarifications;
- Pre-qualification;
- Presentation and opening of Proposals;
- Bidding Awarding and Ruling, and
- Agreement Execution.

# 2. Bid Committee

The Bidding shall be coordinated and executed by a Bid Committee, according to the



provisions of these Conditions. Also, said Committee shall coordinate the communication among every area of the CNH which must intervene in the Bidding and must create the necessary communication bridges at an inter-institutional level with the Ministry, the Treasury Department, as well as with any other Government agency or entity.

The Bid Committee shall be comprised by a Coordinator and a Secretary, designated by the Government Agency of the CNH, at the proposal of its Commissioner President, besides the public officers designated for such effect by the Commissioner President of the CNH, considering the particular characteristics of the Bidding.

All acts and stages of the Bidding shall be presided by the Coordinator of the Bid Committee and shall be carried out in Spanish. The Committee Secretary shall coordinate the logistics of every act to be carried out during the bidding, according to the provisions of the Conditions.

From each act or stage of the Bidding, a minutes or the document directed on each case shall be taken. Said minutes or document shall contain the essential elements of its preparation and shall be signed by the Coordinator and the Secretary of the Committee, or any of them, as appropriate and, in its case, by the Interested Parties or the Bidder which may intervene. Lack of signatures of the Interested Parties and the Bidders in the referred minutes or documents will not affect their validity.

### 3. Name and address of the Awarding Party:

National Hydrocarbons Commission

Av. Insurgentes Sur 1228, Piso 11

Colonia Tlacoquemécatl del Valle

Delegación Benito Juárez. C.P. 03200 Mexico, D.F.

Telephone (55) 36 26 60 86



The individual who attends in representation of a Company to the submission of Prequalification documents, to the Proposals presentation and opening act or to any other Bidding act or stage, must identify himself/herself with an official document (in case of Mexican individuals, only voter's registration card with photograph, passport or professional license, and in case of foreigners, only passport will be accepted.) To enter the facilities where the acts or stages of the Bidding shall take place, we recommend arriving at least one hour in advance, in order to duly register for entering the facilities.

#### 4. Defined terms

The defined terms established in these Conditions shall apply in singular as well as in plural. When the context requires it so, any pronoun will include the masculine, feminine and neutral form.

Terms in capital letters which are not defined in these Conditions, shall have the meaning given in the Agreement or, when appropriate, in the Hydrocarbons Law or its Regulations; if there is any discrepancy or confusion in the meaning of any term herein used, the meaning established in the Agreement shall prevail for any interpretation or such determined by the Awarding Party during the Bidding.

<u>Area Type 1</u>: Contractual Area with a remaining volume of liquid Hydrocarbons lower than 100 million barrels.

<u>Area Type 2</u>: Contractual Area with a remaining volume of liquid Hydrocarbons higher than or equal to 100 million barrels.

<u>Contractual Joint Venture</u>: Two or more Companies which jointly take part in the Bidding, whether they have executed o are bound to execute a Contractual Joint Venture according to Mexican legislation, in case their Proposal becomes the winner. In



every case, whoever is the general partner, according to the Applicable Rules, must be the Executer in the Agreement.

<u>Conditions</u>: The set of provisions, documents and annexes issued by the CNH, according to the Applicable Rules, which regulate the Bidding process CNH- R01-L03/2015.

<u>Schedule</u>: Set of activities within the Bidding and its time programming, in terms of the provisions of the Conditions.

<u>AD Code</u>: Identification code that the Awarding Party shall provide to each Interested Party for them, when appropriate, make the payment to have access to the information of the Data Room and which will be for the Interested Parties to enroll and participate in the clarifications and Pre-qualification stages.

CNH or Awarding Party: National Hydrocarbons Commission

<u>Bid Committee:</u> Group of public officers of the CNH responsible to coordinate and execute the Bidding according to the established in these Conditions.

<u>Company:</u> Any productive company in the State, corporation, legal entity, trust, stock corporation, non-corporate association, joint company or any other analogous of commercial nature incorporated according to the laws of its country of origin.

<u>Large Scale Oil Company:</u> Any oil company that individually or jointly with any other of its affiliated companies or over which it has control or meaningful influence, had an average production of oil, natural gas or condensates higher than or equal to 1,600,000 of equivalent crude oil barrels a day.

<u>Consortium</u>: Two or more Companies taking part jointly in the Bidding without requiring the constitution of a new legal entity according to the Applicable Rules.



<u>Agreement</u>: The Hydrocarbons Extraction License Agreement project, including its respective annexes, to be awarded and executed by the Winning Bidder, as appropriate, by every Contractual Area. The references to "Agreement" are applicable to the Agreements corresponding to each one of the Contractual Areas, as included in Section VI of the conditions and as applicable to an Individual Bidder or a Bidder Group. <u>Private Agreement of Joint Proposal</u>: The agreement entered into according to the established in numeral 12.2 (d), Section III of the Conditions, by which two or more Companies state their interest to create a Consortium or Contractual Joint Venture with the purpose of submitting a joint Proposal.

<u>Invitation to Bidding</u>: Invitation to Bidding CNH-R01-C03/2015 published by the CNH on May 12, 2015 on the FOG.

Coordinator: Coordinator of the Bid Committee.

<u>Data Room</u>: Information storage used for the storage and distribution of information related to the 25 Contractual Areas subject of this Bidding.

FOG: Federal Official Gazette.

<u>Ruling</u>: Act by which the CNH, based on the evaluation of the Proposals and according to the awarding criteria stated in the conditions, shall award the respective Agreement to the Winning Bidders.

<u>Seriousness Warranty</u>: The credit letter granted by the Bidder in favor of the CNH to guarantee its Proposal and, in case of resulting the Winning Bidder, guarantees the signing of the Agreement to be awarded, under the terms established in the Conditions.

<u>Enrollment</u>: Act by which the Interested Party makes the payment in order to take part of the Bidding under the terms established in the Conditions.

Interested Party: Company, Consortium or Contractual Joint Venture which has interest

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in taking part of the Bidding according to the established in the Conditions.

**Law**: Hydrocarbons Law

<u>Bidding</u>: Set of acts, stages, Conditions, information and procedures for the awarding of the Hydrocarbons Extraction License Agreements in 25 terrestrial Contractual Areas (Bidding CNH-R01-L03/2015.)

Bidder: An Individual Bidder or Bidder Group, as appropriate.

<u>Bidder Group</u>: Consortium or Contractual Joint Venture which pre-qualifies under some of said modalities to take part of the Bidding and which afterwards presents a Proposal according to the requirements established in the Conditions.

<u>Individual Bidder</u>: The Interested Party which individually pre-qualifies to take part of the Bidding and which afterwards presents a Proposal according to the requirements established in the Conditions.

<u>Winning Bidder</u>: Bidder declared as the winner of the Bidding for one or more of the Contractual Areas, as appropriate, under the terms of the Conditions and the Applicable Rules that for such fact assumes the rights and obligations anticipated in the Agreement.

<u>Applicable Rules</u>: Every law, regulation, general character administrative provision, decrees, administrative order, judicial sentence and other regulations or decisions of any kind issued by any competent Governmental Authority in force at the moment.

<u>Operator</u>: The Company responsible for directing, assuming the representation, leadership and conducting the execution of the development plan for the hydrocarbons extraction in a Contractual Area and of the relations with the CNH or any Governmental Authority, under the protection of the Agreement subject of this Bidding.

Government Agency: Government Agency of the CNH.

Comisión Nacional de Hidrocarburos

Website: The Website www.rondal.gob.mx published and administered by the Awarding

Party, which contains the documents and information of the Bidding.

Pre-qualification: Stage of the Bidding in which the experience and technical,

execution, financial and legal abilities of every Interested Party are analyzed and

evaluated according to the procedure established in the conditions, in order to issue the

corresponding certificate.

*Proposal*: The offer presented by the Bidder for each one of the Contractual Areas,

according to the established in the Conditions, made up of the Seriousness Warranty and

the Economic Proposal.

Economic Proposal: The offer presented by the Bidders, made up of the value of the

additional royalty for the State and the increase in the Work Minimum Program

established for each Contractual Area.

Regulations: Hydrocarbons Law Regulations.

*Ministry:* Ministry of Energy.

*Treasury Department:* The Department of Treasury and Public Credit.

Committee Secretary: Secretary of the Bid Committee.

*UIF:* Financial Intelligence unit of the Treasury Department.

Unless otherwise provided, all references herein to clauses, conditions, paragraphs, parts,

sub-parts, sections, numerals, forms or annexes shall be understood referred to clauses,

conditions, paragraphs, parts, sub-parts, sections, numerals, forms or annexes of these

Conditions.



### SECTION III. BIDING RULES

# 1. Purpose and principles of the Bidding

- 1.1. The purpose of the Bidding is the awarding of License Agreements to carry out hydrocarbons extraction activities in the Terrestrial Contractual Areas Third Invitation to Bidding, according to the terms provided in the Agreement which is part of these Conditions.
- 1.2. The rules regarding the scope and programming of the Oil Activities, Remunerations, subcontracting and other operative aspects, as well as the rights and obligations are contained in the Agreement.
- 1.3. One Agreement is entered to for each Contractual Area, so the Bidders must submit Proposals for each Contractual Area of their interest, according to the established in the Conditions.
- 1.4. The information of the Contractual Areas corresponding to each Agreement is detailed in Section IV of the Conditions, which are listed below:

Contractual Area	Field	Surface	Area
		$(Km^2)$	Тур
1	Barcodón	11.0	Type 2
2	Benavides	135.5	Type 1
3	Calibrador	16.1	Type 1
4	Calicanto	10.6	Type 1
5	Carretas	89.4	Type 1
6	Catedral	58.0	Type 1
7	Cuichapa Pte.	41.5	Type 2
8	Duna	36.7	Type 1
9	Fortuna Nacional	22.0	Type 1
10	La Laja	10.2	Type 1
11	Malva	21.2	Type 1

12	Mareógrafo	29.8	Type 1
13	Mayacaste	21.9	Type 1
14	Moloacán	46.3	Type 2
15	Mundo Nuevo	27.7	Type 1
16	Paraíso	17.0	Type 1
17	Paso de Oro	23.1	Type 1
18	Peña Blanca	26.0	Type 1
19	Pontón	11.8	Type 1
20	Ricos	23.7	Type 1
21	San Bernardo	28.3	Type 1
22	Secadero	9.8	Type 1
23	Tajón	27.5	Type 2
24	Tecolutla	7.2	Type 1
25	Topén	25.3	Type 1

- 1.5. In order to have the right to enroll in the Bidding, meaning, to submit the documents to be subject of Pre-qualification, the Interested Party must meet the following government charges:
  - a) For the access to the information of the 25 Contractual Areas comprising the Data Room, the amount of Two million, five hundred thousand Mexican pesos 00/100 (\$2,500,000.00), and
  - b) For the Bidding Enrollment, the amount of Two hundred, eighty thousand Mexican pesos 00/100 (\$280,000.00.)
- 1.6. If on the day of pre-qualification any of the members of the Consortiums or Contractual Joint Ventures has not paid the aforementioned government charges, it shall be enough if one of the members has made the corresponding payments for all members to have access to the information on the Data Room and have the right to take part of the Bidding:
- 1.7. The Awarding Party shall not reimburse for any reason the payment of the aforementioned government charges.



- 1.8. The Bidding shall be carried out in Spanish. All documents derived from its acts or stages, unless otherwise provided, shall be submitted in Spanish.
- 1.9. The Interested Parties may act through any number of representatives, either individually or jointly, provided that the faculties of each one of them are credited before the Awarding Party, as determined by the Bid Committee through the legal instruments which result sufficient for such effect.

# 2. Amendments to the Invitation to Bidding and Conditions

- 2.1. The Awarding Party may amend the Invitation to Bidding as deemed necessary and said amendments shall be published in the FOG and the Website.
- 2.2. In the same way, the Awarding Party shall have the authority to carry out additions, suppressions, amendments, adjustments, clarifications, precisions, substitutions or any type of modification to the Conditions, its annexes and forms, as well as to the Agreement, after their publication date, trying that the same contribute to strengthen the legal principles which rule this Bidding. It shall be enough that any amendment is published in the Website to be considered as part of them and must be taken into account by the Interested Parties and Bidders, when appropriate, for the preparation of their Pre-qualification documents and Proposal. Notwithstanding the aforementioned, the Conditions may not be amended after the publication of the final version, according to the date established in the Schedule.
- 2.3. The Awarding Party shall not amend any of the Pre-qualification requirements, so, regarding this subject, only clarifications or interpretations shall be made.
- 2.4. Any clarification or amendment to the conditions, included those resulting from the clarifications stages, shall be part of them and should be taken into account by the interested Parties and Bidders to prepare their Pre-qualification documents and



Proposal. In the presence of an inconsistency or contradiction between the Conditions and the answers to the clarifications published in the Website, the text in the conditions shall prevail; therefore the Interested Parties are bound to meet the established in the updates published in the Conditions in the Website.

2.5. The Awarding Party must publish in the Website, the updated versions of the conditions, as well as their final version, in the dates established in the Schedule.

### 3. National Content Goal

3.1. The Interested Parties and the Bidders must meet the established in clause 18.3 of the Agreement regarding the minimum percentage of national content required.

### 4. Companies which will not be able to enter the Bidding

- 4.1. In accordance with Article 26 of the Law, the Awarding Party shall refrain from considering Proposals or entering into Agreements with such Companies which are in any of the following scenarios:
  - a) The competent authority prevents them from hiring with federal authorities, in terms of the Applicable Rules;
  - b) They submit false or incomplete information. In this last case the Bid Committee shall prevent the Interested Parties, only once, to correct the omission during the term which for such effect said Committee establishes;
  - c) Are subject to bankruptcy or other analogous concept;
  - d) Submit more than one Proposal for the same Contractual Area, whether (i) individually; (ii) through the direct or indirect participation in more than one Consortium or Contractual Joint Venture, or (iii) individually through Companies, directly or indirectly, over which Control is applied or which

belongs somehow to the same group of economic interest as other Bidder, excluding the indirect participation of funding sources such as investment funds; the aforementioned provided that the Companies protect the duly fulfillment of the confidentiality provisions executed for their participation;

- e) Consortia or Contractual Joint Ventures composed of more than one Large Scale Oil Company;
- f) Whenever there is a relation between Bidders, such as the crossed participation of key officers or the participation of shareholders, affiliates or common partners which apply control or direct or indirect corporative influence on such Bidders;
- g) Have obtained insider information regarding the Bidding, not being able to prove they had access to it through a lawful means;
- h) Breach the Confidentiality Agreement executed, regarding the Data Room information;
- i) Use third parties to avoid the provisions in this numeral, or
- j) At the discretion of the Awarding Party violate the provisions of the Applicable Rules or any applicable regulation abroad.

### 5. Schedule

INVITATION TO BIDDING AND CONDITIONS			
EVENTS	DATE	PLACE AND/OR LOCATION	
Publication of Invitation to Bidding and Conditions	May/12/15	Federal Official Gazette and Website: http://www.dof.gob.mx http://www.rondal.gob.mx	



Publication of the updated Conditions (including Agreement)	Sept/15/15	http://www.ronda1.gob.mx
Publication of the final Conditions (including final Agreement)	Nov/10/15	http://www.ronda1.gob.mx

DATA ROOM				
EVENTS	DATE	PLACE AND/OR LOCATION		
Period to request access to the information in the Data Room and to make the corresponding payment.	May/12/15 through Aug/28/15	http://www.ronda1.gob.mx		
Access to the Data Room.	Jun/1 <sup>st</sup> /15 through Dec/14/1	Insurgentes Sur 1228, Piso 3, Colonia Tlacoquemécatl del Valle, Delegación Benito Juárez. C.P. 03200 Mexico, D.F.		

VISITS TO CONTRACTUAL AREAS				
EVENTS	DATE	PLACE AND/OR LOCATION		
Period to visit the Contractual Areas	Jun/15/15 through Nov/6/15	The corresponding dates and information shall be duly determined in the Web Site. <a href="http://www.ronda1.gob.mx">http://www.ronda1.gob.mx</a>		

CLARIFICATIONS OF CONDITIONS AND AGREEMENT					
EVENTS	DATE		PLACE AND/OR		
First clarifications stage (Access to the information from the Data	May/12/15 through Aug/24/15	Reception of Questions May/12/15 through Aug/21/15	http://www.ronda1.gob.mx		



Room.)		Publication of Answers from May/12/15 through	http://www.ronda1.gob.mx
		Aug/24/15 Reception of Questions May/12/15 through	http://www.ronda1.gob.mx
Second Clarifications Stage (Pre-qualification)	May/12/15 through Sept/28/15	Sept/22/1 Publication of Answers from May/12/15 through Sept/28/1 5	http://www.ronda1.gob.mx
Third Clarifications Stage (presentation and opening of Proposals,	May/12/15 through	Reception of Questions May/12/15 through Nov/2/15	http://www.ronda1.gob.mx
Awarding, Ruling and Agreement)	Nov/5/15	Publication of Answers from May/12/15 through Nov/5/15	http://www.ronda1.gob.mx

PRE-QUALIFICATION					
EVENTS	DATE	PLACE AND/OR LOCATION			
Period to pay the Bidding	May/12/15				
enrollment	through	http://www.ronda1.gob.mx			
	Sept/11/15				
Period to request a Pre-	Aug/31/15				
qualification appointment	through	http://www.ronda1.gob.mx			
	Sept/25/1				



Receipt of Pre-qualification documents	Sept/28/1 5 through Oct/9/15	Insurgentes Sur 1228, Piso 10, Colonia Tlacoquemécatl del Valle, Delegación Benito Juárez. C.P. 03200 Mexico, D.F.
Pre-qualification (review of documents from the Bid Committee)	Oct/12/15 through Nov/20/15	Insurgentes Sur 1228, Piso 10, Colonia Tlacoquemécatl del Valle, Delegación Benito Juárez. C.P. 03200 Mexico, D.F.
Publication of the list of pre- qualified Interested Parties to participate in the Bidding	Nov/27/15	http://www.ronda1.gob.mx

BIDDER CHANGES				
EVENTS	DATE	PLACE AND/OR LOCATION		
Deadline to request authorization to the Awarding Party to incorporate the potential non-qualified financial partners in the Bidders structure.	Nov/30/15	http://www.ronda1.gob.mx		
Deadline to request authorization to the Awarding Party to amend the Bidders structure.	Dec/4/15	http://www.ronda1.gob.mx		
Deadline to solve the authorization regarding the incorporation of non-qualified financial partners and amendments to the Bidders structure.	Dec/11/15	Notices shall be made to the e- mail provided by the Bidder for such effect on their application.		

PRESENTATION AND OPENING OF PROPOSALS ACT				
EVENTS	DATE	PLACE AND/OR LOCATION		
Act of presentation and opening of Proposals and announcement of Winning Bidders.		The date, time and place shall be published on the Web Site. http://www.ronda1.gob.mx		



Resolution of the Government	No later	Insurgentes Sur 1228, Piso 11,
Agency for awarding, Ruling and	than	Colonia Tlacoquemécatl del Valle,
publication request of the Ruling	Dec/17/15.	Delegación Benito Juárez. C.P.
on the FOG.		03200 Mexico, D.F.
		ŕ

AGREEMENT EXECUTION				
EVENTS	DATE	PLACE AND/OR LOCATION		
Deadline for Agreements execution	Feb/8/16	Insurgentes Sur 1228, Piso 11, Colonia Tlacoquemécatl del Valle, Delegación Benito Juárez. C.P. 03200 Mexico, D.F.		

Independently of the Bidding stages and acts, the Interested Parties and the general public may comment on the content of the Conditions, including the Agreement, beginning on May 12, 2015, and up to five working days previous to the act of presentation and opening of Proposals. These comments may be done through the link available for such effect on the Website, section "Suggestions".

### 6. Access to the information on the Data Room and visits to the Contractual Areas

### Access to the information from the Data Room

- 6.1. Access to the information in the Data Room shall be granted to those Companies who participate in hydrocarbons exploration and/or extraction activities, or, those who state their intention to participate as financial partners on such activities, according to the following process:
  - The Interested Party must send the Awarding Party, the original application for access to the information on the Data Room, for which it will use Form CNH- 1 Application for Access to the information in the Data Room. Said form must be



duly completed and sent via certified courier service to the access of the Awarding Party, together with the documents which constitute the annexes referred to below, in the period established in the Schedule:

- a) Attach as annex one, the original or the certified copy of the public instrument in which the updated articles of incorporation of the Mexican Company is registered. In case of foreign Companies, any document which proves its legal existence, which must be submitted in Spanish or English, and those which come in a different language, must come accompanied by a translation into Spanish made by an expert translator authorized in Mexico. In case of foreigners, when the Interested Party engages in hydrocarbons exploration and/or extraction activities and the document which proves its legal existence does not make reference to its participation in such activities, sufficient documents must be also submitted to prove its participation in such activities. In case the Interested Parties participate as financial partners, the statement of such intention in form CNH- 1 Application for Access to the information in the Data Room shall be sufficient.
- b) Attach as annex two, certified copy of the official identification of the legal representative. In case of Mexicans, only valid voter's registration card with photograph, passport or professional license will be accepted, and in case of foreigners, only the passport will be accepted. The certified copy of the identification of the Interested Party's legal representative, may be submitted by: i) certification of a certifying public officer abroad with powers to carry out such certification; ii) copy certified by a Mexican notary public, or iii) duly apostilled or legalized certified copy according to the issuing authority and the country of origin.



Also, the Interested Party must attach in the same annex, the testimony or certified copy of the public instrument in which the general powers for administration or special acts to participate in the Bidding are registered. Such documents must be granted before a certifying public officer, stating the name, number and circumscription of the certifying public officer who granted them and, when appropriate, notarized them. In case of representatives of foreign companies, the instrument with which their faculties to represent the Company are credited, must be submitted with the corresponding legalization or apostille, as well as the notarization required according to the Applicable Rules. Those documents which come in a language that is not Spanish must also be accompanied by a translation into Spanish made by an expert translator authorized in Mexico.

c) Attach as annex three, the original Form CNH- 2 Confidentiality Agreement duly signed by their legal representative.

The Interested Parties cannot amend the forms contained in the Conditions. They can only change or adjust parts required to identify the Company or the legal representative. Also, every form must be submitted by the Interested Parties in original with the signature of the legal representative.

The Interested Parties who would have received the corresponding authorization in bidding number CNH-R01-L01/2014 (regarding the awarding of Joint Production Agreements for Hydrocarbons Exploration and Extraction in Shallow Waters first Invitation to Bidding) and/or to bidding number CNH-R01-L02/2015 (regarding the awarding of Joint Production Agreements for Hydrocarbons Extraction in Shallow Waters Second Invitation to Bidding) have credited the requirements stated in numeral 6.1. Based on the aforementioned, the Parties Interested in obtaining the authorization referred to in numeral 6.1 only need to submit Forms CNH- 1 Application for Access to



the Information in the Data Room and CNH- 2 Confidentiality Agreement, as well as Format CNH-10 Statement under oath specifying there have been no changes to the documents submitted in bidding CNH-R01-L01/2014 and/or CNH-R01-L02/2015, as appropriate. The three original documents must be submitted signed by the legal representative who proved his/her faculties in bidding CNH-R01- L01/2014 and/or CNH-R01-L02/2015, as appropriate.

2) Once the application for access to the information in the Data Room together with the above mentioned documents is sent, the Bid Committee shall verify the documents sent. Then, the Interested Party shall receive the authorization code (AD Code) or, when appropriate, the denial to such access to the e-mail provided.

The verification time of the documents will depend on the particular characteristics of the documents submitted, as well as their fulfillment of the requirements established on the Conditions and the Awarding Party does not need to request clarifications on these.

- 3) Once the Interested Party gets the authorization code, it may make the corresponding payment in the authorized banks, according to the form included in the Website, "Electronic e5cinco Payment", concept "Access and technical support for viewing and download of data related to terrestrial contractual areas of conventional oil fields."
- 4) Once the payment is made, a copy of the corresponding receipt must be sent to the e-mail that the Awarding Party provides you together with the AD Code, in order to schedule an appointment to pick up the hard drive at the address of the Awarding Party; during said appointment the original payment receipt must be delivered. The title of the e-mail must read "Data Room Payment-(and the AD Code provided)." The Awarding Party will send the

date and time of the respective appointment to the e-mail provided by the Interested Party. The day the representative or authorized party of the Company picks up the hard drive, officially proving its identity, the password of the herd drive will be provided via e-mail.

- 6.2. The payment for the access to the information from the Data Room shall include:
  - a) A hard drive containing the complete information from the Date Room;
  - b) Scheduled visits to the physical Data Room. The physical Data Room shall be located at Avenida Insurgentes Sur 1228, Piso 3, Colonia Tlacoquemécatl del Valle, Delegación Benito Juárez. C.P. 03200 Mexico, D.F., y
  - c) Virtual access through the Website, to view the information contained in the hard drive referred to in the aforementioned section a).
- 6.3. In case the Interested Parties who have paid the access to the information want to make one or more visits to the physical Data Room, they must request the appointments within the period established for such effect in the Schedule. For the aforementioned, they must send an e-mail to the account provided by the Awarding Party with the title "Data Room Appointment- (and the AD Code provided)." On the e-mail you must state:
  - 1) Names and positions of the persons authorized to enter the physical Data Room. A maximum of six (6) persons may be authorized per visit, and
  - 2) The date Proposal to visit the physical Data Room.

The Awarding Party will send the date and time of the respective appointment to the e-mail provided by the Interested Party, considering the proposal of the Interested Party, but subject to the availability for the access to the physical Data Room. In case the agenda and the physical space allow it, the Awarding Party may authorize



visits with a larger number of persons divided in different Data Rooms.

- 6.4. In case the Company which pays the access to the information in the Data Room is an Interested Party who intends to participate as a Consortium or Contractual Joint Venture, all its members shall have access to such information, as the Company which pays the access to the information in the Data Room stays in the consortium or Contractual Joint Venture, directly or through its affiliates.
- 6.5. The information contained in the hard drive and the one kept in the physical Data Room will include technical information of every terrestrial Contractual Area Third Invitation to Bidding subject of this Bidding. In the case of the virtual information, these will be only a view of the information contained in the hard drive and in the physical Data Room. Meaning, the information shall be the same with the difference that in the hard drive the information may be uploaded in software tools for its analysis, while the access to the virtual Data Room will only contain the view of the information.
- 6.6. It is responsibility of the Interested Parties and the Bidders to carefully review the documents and information contained in the Data Room regarding every Contractual Area. The Awarding Party, other agencies, entities or authorities of the Mexican Government are not responsible for any inaccuracy of the information and the documents in the Data Room. By virtue of the foregoing, the CNH does not issue any type of statement or warranty regarding such information or documents, therefore, it is responsibility of the Interested Parties and the Bidders any decision made or act taken based on such information and documents to, when appropriate, submit a Proposal for any Contractual Area.

Also, the information in the Data Room, regarding the infrastructure and facilities surrounding the Contractual Areas is only a reference.



### **Visits to the Contractual Areas**

- 6.7 The Awarding Party shall carry out visits to the Contractual Areas within the period established in the Schedule of the Conditions, with the purpose that the Interested Parties, themselves, at their cost and under their responsibility, know the Contractual Areas.
- 6.8 The visit dates, the safety rules that the Interested Parties must meet, as well as the logistics of the same and every detail of the visits shall be published on the Website.
- Parties who have paid the government charges for the access to the information in the Data Room of this bidding, on the understanding that non-attendance to the same may not be requested by the Interested Parties as a cause of the lack of awareness or information under the conditions established in this Bidding.
- 6.10 An attendance list will be taken which shall be signed by the representative of each Interested Party which participates in the visit, which shall be published on the Website.

### 7 **Bidding Enrollment.**

- 7.1. The Interested Parties who have paid the access to the information in the Data Room will be the only ones who shall be able to enroll in the Bidding, therefore, they shall have the right to participate in the second and third clarification stages and, when appropriate, in the Pre-qualification, once the corresponding registration and payment are made.
- 7.2. The Interested Parties must enroll on the date established in the Schedule for such effect. Therefore, they must make the corresponding payment in the authorized



banks, based on the form included in the Web Site "Electronic e5cinco Payment", concept "Enrollment, evaluation of abilities, reception of proposals and resolution in one bidding of hydrocarbons exploration and extraction."

7.3. Once the payment is made, an e-mail must be sent to the address that the Awarding Party provides you together with the AD Code with the title "Enrollment- (and the AD code provided)." The e-mail must state your interest in participating in the Bidding and have an attached copy of the aforementioned payment receipt.

### **8** Clarifications Stage

8.1. The Bid Committee shall carry out three clarification stages: (i) the first one shall be only to receive and answer questions about the payment process for the access to the information in the Data Room; (ii) the second shall be only to receive and answer questions or clarifications regarding the Pre-qualification process of the Interested Parties, and (iii) the third one shall be only to receive and answer questions or clarifications from the Bidders regarding the presentation and opening of Proposals, Awarding, Ruling and Agreement.

### 8.2. *General statements.*

- The Interested Parties or Bidders, as appropriate, will ask questions and request the clarifications deemed necessary, during the period established in the Schedule for such effects
- The clarification requests must be made using the link in Section "Clarifications", subsection "Requests" in the Website.
- · The Interested Parties and Bidders must submit any clarifications request in



Spanish.

- The Awarding Party may request clarification to the questions and, when appropriate, request a restate.
- Only the Interested Parties and Bidders will be able to ask questions and request clarifications, according to the provisions in numeral 8, Section III.
- The Awarding Party shall answer the clarification questions and requests, in the term established in the Schedule. Such answers shall be published continuously during the period established in the Schedule on the Website, Section "Clarifications", subsection "Answers".
- In case there is a contradiction in the answers to the clarifications, the established in the last version of the Conditions published in the Web Site shall prevail.
- The participation of the Interested Parties and Bidders is optional for this process.
- Once the period established in the Schedule to ask questions or clarifications is over, the Awarding Party shall refrain from giving answers without it implying any responsibility.
- In case there are adjustments to the Conditions or to the terms and conditions of the agreements, derived from the clarifications stages or by the initiative of the Awarding Party, these shall be entered in the final version of the Conditions and will be part of them, therefore they must be taken into account by the Interested Parties or the Bidders, since the review and analysis of the Pre-qualification documents and Proposals shall be made considering such amendments.



### 8.3. Clarifications Stage - Access to the information from the Data Room

During the clarifications stage, any Company interested in making the
payment for the access to the information in the Data Room, may ask
questions about the payment procedure and the information access
requirements. The Awarding Party is not bound to answer to any subject
other than these, without it implying any responsibility.

# 8.4. Clarifications Stage - Pre-qualification.

• During this second clarifications stage, only the Interested Parties enrolled in the Bidding will be able to ask questions or clarification requests regarding the Pre-qualification requirements. The Awarding Party is not bound to answer to any subject other than these, without it implying any responsibility.

### 8.5. Clarifications Stage - Presentation and Opening of Proposals

- During the third clarifications stage, only the Interested Parties enrolled in
  the Bidding and the Bidders may ask questions or clarification requests
  regarding subjects related to the presentation and opening of Proposals,
  Awarding, Ruling and Agreement. The Awarding Party is not bound to
  answer to any subject other than these, without it implying any
  responsibility.
- 8.6. Any information generated as a consequence of the answers given by the competent authorities in the clarifications stages of the Bidding shall be part of the Conditions; therefore, the Interested Parties and Bidders will be responsible for reviewing, knowing, analyzing and considering such information during every stage of the



Bidding.

8.7. No answer to clarifications published in any bidding different to this Bidding shall be binding; therefore, it shall not be used to construe the established on the Conditions. In case any Interested Party or Bidder has doubts about the content of the Conditions, it must ask its questions or clarification requests according to the provisions of numeral 8, Section III of these Conditions.

# 9. Pre-qualification

- 9.1. Before the presentation and opening of proposals, as indicated in the Schedule, the Pre-qualification stage shall be held; during this stage, the experience and technical, implementation, financial, and legal abilities of each Interested Party shall be reviewed and evaluated according to the terms of the Bidding.
- 9.2. Only Interested Parties registered in the bidding may submit Pre-qualification documents.
- 9.3. In order to participate in the Pre-qualification stage, the Interested Parties shall request an appointment within the period established for this purpose in the Schedule. The Interested Parties shall send an email to the address provided by the Awarding Party when this party gave them the AD Code with the title "Appointment for submitting Pre-qualification documents (and the AD Code provided) in which they shall point out the following:
  - Name and title of the person authorized to submit Pre-qualification documents, and
  - 2) Proposed date for submitting Pre-qualification documents.



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Upon appointment request, it shall not be required to specify how to be prequalified, either as an individual Interested Party, Consortium, or Contractual Joint Venture.

The Awarding Party will send the date and time of the respective appointment to the e-mail address provided by the Interested Party, taking into account the proposal of the Interested Party, but subject to availability on the agenda of the Bid Committee.

- 9.4. Upon receipt of the Pre-qualification documents, the Bid Committee shall make a quantitative review of the documents required for Pre-qualification, verifying that the information submitted by the Interested Party contains the requirements contained in the terms of this Bidding.
  - a) In the event that any Interested Party omits presenting required documents, or should any requirement requested to the submitted is missing, none of the documents which the Interested Party has presented to be pre-qualified shall be received, and such fact shall be recorded in CNH 3 FORMAT Evidence of documents submitted for Pre-qualification, which for that purpose shall be issued for each Interested Party. Interested Parties may request a new appointment, as long as this is possible within the period indicated in the Pre-qualification Schedule, so that the Interested Party submits all documentation. It is the sole responsibility of the Interested Party to complete the required by the Bidding Committee within the indicated period.
  - b) If the documents submitted by the Interested Party are the required in the Bidding Conditions, the receipt of such documents shall be recorded in format called CNH 3 FORMAT Evidence of documents submitted for Prequalification, without delivering the documents implies itself meeting the requirements of the Bidding Conditions.



- 9.5. After the receipt of documents for Pre-qualification, the Bid Committee shall evaluate the documents and information submitted, which results shall be submitted to the Government Agency for its resolution, in order to give each Interested Party the Pre-qualification evidence, which shall be sent electronically to their e-mail. The evidence will specifically mention whether or not the Interested Party meets the requirements of experience, technical, implementation, financial, and legal capacities required in the terms of this Bidding, as well as the number of Contractual Areas in which the Bidder shall submit a corresponding Proposal. The Awarding Party shall publish in the Website the list of prequalified Interested Parties, which by that fact shall acquire the quality of bidders, on the date indicated in the Schedule.
- 9.6. For the Interested Parties to pre-qualify, the Bid Committee shall evaluate compliance with the requirements provided in numeral 10, Section III of the Bidding conditions. In order to properly evaluate Interested Parties participation in the Bidding, the Bid Committee shall make a written request to any Interested Party to clarify any information or documents submitted. The response form Interested Parties shall be in written and submitted within the period determined by the Bid Committee. Interested Parties may submit documents and additional information only when the Awarding Party requests any clarification and when it happens within the Pre-qualification stage.
- 9.7. In cases in which the parties do not meet Pre-qualification requirements, a Non-Prequalification evidence shall be delivered to the Interested Parties expressly mentioning that the Interested Party did not meet the requested requirements, if:
  - a) The Interested Parties do not meet any of the requirements established in the conditions of this Bidding;



- b) The Bid Committee cannot verify for any reason and to its satisfaction, the accuracy of the Pre-qualification information and documents submitted by the Interested Party;
- c) The Interested Party carries out, directly or through third parties, any act or attempt to interfere with or affect the results of the Pre-qualification;
- d) The Interested Parties fail to carry out the confidentiality agreement regarding Data Room information;
- e) The Interested Party submits false or incomplete information, or
- f) Any provision of the Applicable Rules is contravened.
- 9.8. Only those Interested Parties who pre-qualify shall be considered as Bidders, which are entitled to continue in the Bidding and to submit Proposals.

### 10. Pre-qualification Requirements

Requirements regarding the origin of funds.

- 10.1. Each Interested Party must prove that the financial resources they have available are of lawful origin, who they must present the information specified below in a separate folder, other than the one containing the technical, implementation, financial, and legal Pre-qualification documents same that must be submitted preferably in Spanish or English and in the case of documents that were originally in language other than these two, with a simple translation into Spanish:
  - a) Articles of Incorporation;



- b) Federal Taxpayer's Registration Code or tax identification number;
- c) Corporate governance structure;
- d) State whether it is part of any business or commercial group, pointing to this end the Company's registered name or names of the companies that constitute it, as well as the address, nationality and corporate purpose of each;
- e) Organization chart with names and last names from key executives to the second hierarchical level, including Federal Taxpayer's Registration Code, Unique Population Registration Code (CURP), and date of birth;
- f) Identification data of the legal representatives, including Federal Taxpayer's Registration Code, tax identification number, and date of birth;
- g) Full name and percentage of capital stock of each of the partners or shareholders; or shareholding, including Federal Taxpayer's Registration Code, Unique Population Registration Code (CURP) or date of birth of each partner or shareholder. In the case of foreigners the date of birth or tax identification code or equivalent shall be indicated, except in the case of corporations listed on the stock exchange;
- h) Information regarding Companies exercising Control or having significant influence;
- i) Affirmation under oath that their partners or shareholders, as well as their top executives, have not been convicted for fraudulent crime against property;
- j) Information on sources of funding which it have had or will have access: banking, governmental, stock exchange, or by any other means, through which it shall meet the obligations of the Agreement, in case it is awarded;



- k) Tax returns and audited financial statements for the last 2 years, and
- In case of being specific purpose vehicles, shall detail its legal, corporate, and business structure, indicating who has Control or significant influence, and present tax returns and financial statements for the last two years of those who constituted it.

Should the case of foreign companies, the above mentioned requirements may be satisfied by the equivalent legal documents, if any, established by the legislation or practice of the country concerned.

- 10.2. The Awarding Party shall send the information listed in the preceding paragraph to the UIF in order to prevent the use of funds from illegal sources in the projects, relying on interagency coordination of national or international character in accordance to Applicable Rules.
- 10.3. The UIF, in the exercise of its powers, shall inform the Awarding Party of the data and results obtained, which may only be used in the actions and responsibilities that correspond to the Awarding Party pursuant to Applicable Rules, so that they shall not be disclosed or published by any means.
- 10.4. The Awarding Party shall consider the information provided by the UIF to determine the continuity of an Interested Party in the bidding procedure in question. All Interested Parties must comply with each and every requirement in paragraph 10.1 above to pre-qualify.
- 10.5. In the case of Consortium, or Contractual Joint Venture, each and every member shall comply individually with the requirements in numeral 10.1, Section III of these Conditions.
- 10.6. The Interested Parties who have been favorably prequalified in bidding number



CNH-R01-L01/2014 (regarding the awarding of Joint Production Agreements for Hydrocarbons Exploration and Extraction Shallow Waters First Invitation to Bidding) and/or in bidding number CNH-R01-L02/2015 (regarding the awarding of Agreements of Joint Production for Hydrocarbons Exploration and Extraction in Shallow Waters Second Invitation to Bidding) shall be deemed to have satisfied the requirements set out in numeral 10.1, unless from the new revision to the requirements originally presented, the UIF expresses the opposite. It is understood that for purposes of the provisions in this paragraph, the same members of the bidder favorably prequalified in bidding CNH-R01-I01/2014 and/or CNH-R01-I02/2015 shall stay. For purposes of the above, they must present the CNH – 10 Format Statement under oath, which states that there have been no changes to documents presented in bidding CNH-R01-L01/2014 and/or CNH- R01-L02/2015.

# *Legal documentation requirements*

- 10.7. Legal documents required herein shall be submitted individually by each Interested Party and in the case of Consortium or Contractual Joint Venture, by each of the members. The documents referenced herein shall be submitted in Spanish language and, in case that the original document is written in a different language, the Interested Party must submit with the original document a translation into Spanish made by an expert translator authorized in Mexico. The documents the Interest Parties shall submit are:
  - a) Document or certified copy of the public instrument containing articles of incorporation or notarized copy of by-laws, indicating name, number, and district of the public notary who conferred it and, in this case, notarized the aforementioned documents, as well as registration data in the Public Registry of Property and Commerce.



In case of foreign companies, the equivalent original documents related to the above mentioned or certified copy shall be submitted, with the consular legalization or the corresponding apostille, in the terms of La Haye du 5 Octobre 1961, as applicable;

- b) Copy of an official ID of the legal representative of the Interested Party. For Mexicans, voter's registration card with photograph, passport, or professional license shall be accepted, and in the case of foreigners, only the passport will be accepted, or the document which proves their legal stay in Mexico, issued by the National Migration Institute;
- c) Document or certified copy of the public instrument containing the general power of attorney for the legal representative of the Interested Party, for acts of administration or special power of attorney to participate in the Bidding and to bind the party they represent, conferred by a public notary, indicating his name, number, and district and, in this case, registered in his protocol the aforementioned documents, as well as registration data in the Public Registry of Property and Commerce.

In the case of foreign companies, the equivalent documents related to the above mentioned shall be submitted, entitling the legal representative to act on behalf of the Interested Party in the Bidding; such original documents shall be submitted, with the notarization of a Mexican public notary, in accordance with Applicable Rules.

- d) CNH-5 FORMAT Declaration of not having been disqualified;
- e) CNH-6 FORMAT Statement of knowing and accepting the Applicable Rules, requirements, and conditions set forth in the conditions of the Bidding, and the documents included;



- f) CNH-7 FORMAT Confidential Documentation;
- g) In the case of Consortium or Contractual Joint Venture, CNH-4 FORMAT JOINT PROPOSAL PRIVATE AGREEMENT
- h) Statement under oath from the legal representative, indicating the average production of oil, natural gas, or condensate that the party he represents had in 2014. Such statement must take place before a Mexican or foreign public notary, and must be duly legalized before a consul, or apostilled; in both cases the original documents must be submitted.
- 10.8. The Interested Party who have been favorably pre-qualified in bidding number CNH-R01-L01/2014 (regarding the awarding of Joint Production Agreements for Hydrocarbons Exploration and Extraction in Shallow Waters First Invitation to Bidding) and/or in bidding number CNH-R01-L02/2015 (regarding the awarding of Joint Production Agreements for Hydrocarbons Exploration and Extraction in Shallow Waters Second Invitation to Bidding) have satisfied the requirements set forth in paragraphs a), b), c), and g) of numeral 10.7, so for the purposes of the provisions in this paragraph the members of the Bidder favorably prequalified in Bidding number CNH-R01-L01/2014 and/or CNH-R01-L02/2015 shall stay. For purposes of the above, they must present Format CNH-10 Statement under oath, which states that there have been no changes to documents presented in bidding CNH- R01-L01/2014 and/or CNH-R01-L02/2015.
- 10.9. The requirements and elements to prove experience and technical, implementation, and financial capacities are applicable for any of the Contractual Areas and shall be contained in the following tables.



CRITERIA FOR EVALUATING EXPERIENCE AND TECHNICAL AND PERFORMANCE SKILLS OF THE OPERATOR	DOCUMENTS TO DEMONSTRATE EXPERIENCE AND TECHNICAL AND PERFORMANCE SKILLS OF THE OPERATOR
To be verified	Documents to be included
1) It must be demonstrated that the proposed personnel have the required capabilities. It must be demonstrated that the proposed personnel for key management positions, who will be in charge of the operations, has at least 10 years of managerial and operational experience in managing terrestrial or marine exploration and extraction projects; and	Curricular personnel records, stating the minimum experience of 10 years in management or operating positions in terrestrial or marine exploration and extraction projects, and that have completed at least the following activities together: management of exploration projects and/or extraction or its analogue; the design and implementation of plans for exploration and/or extraction or its analogue, and the approval of budgets for investment and expenditures for hydrocarbons exploration and/or extraction projects.  At least three curricular records shall be presented under Format CNH-12, adding a simple copy of the official identification for each person proposed and specifying the name of the companies in which personnel have worked, as well as the position held and responsibilities, and years of service.  Attached to curricular records, a statement of the legal representative under oath must be presented, indicating that the information showed in each curricular record is truthful. Such statement must take place before a Mexican public notary, or when using a foreign notary, it must be duly legalized



CRITERIA FOR EVALUATING EXPERIENCE AND TECHNICAL AND PERFORMANCE SKILLS OF THE OPERATOR	DOCUMENTS TO DEMONSTRATE EXPERIENCE AND TECHNICAL AND PERFORMANCE SKILLS OF THE OPERATOR
To be verified	Documents to be included
	before a consul or apostilled. These original documents must be submitted.
2) It must be demonstrated that a) the Company, or b) the proposed personnel, has experience in the implementation and operation of industrial safety and environmental protection management systems in the past five years. It must be demonstrated that the Company or the proposed personnel has creditable experience in the last five years, regarding the implementation and operation of industrial safety management systems, operational safety and environmental protection in facilities, or exploration projects and terrestrial extraction, such as, but not limited to the following: OHSAS 18001 (for safety in general and which considers external certification) and ISO 14001 (for environment	a) For the Company: Submit written document to describe the experience in any industrial safety management system, operational safety, and environmental protection in facilities or extraction projects that have been implemented over the past five years.  Additionally, technical certifications, audits, inspections or opinions must be attached, such as those mentioned, but not limited to: OHSAS 18001 (for safety in general and which considers external certification) and ISO 14001 (for environment in general and considers external certification) or, where applicable, opinion issued in 2015 by a specialized international company, indicating that it comes to terms to international practices for operations in terrestrial and marine exploration and extraction projects.  The original documents must be submitted or a copy certified by a Mexican public notary, or when using a foreign notary, it must be duly legalized before a consul or apostilled.



CRITERIA FOR EVALUATING EXPERIENCE AND TECHNICAL AND PERFORMANCE SKILLS OF THE OPERATOR	DOCUMENTS TO DEMONSTRATE EXPERIENCE AND TECHNICAL AND PERFORMANCE SKILLS OF THE OPERATOR
To be verified	Documents to be included
in general and which considers external	b) For proposed personnel: At least one curricular record of personnel
certification)	attesting experience during the past five years in implementing and
	operating industrial safety and environmental protection management
	systems in terrestrial or marine exploration and/or extraction projects or
	facilities.
	Each curricular record shall be submitted under Format CNH-13, attaching a copy of an official ID for each person proposed and specifying the name of the companies in which personnel have worked, as well as the industrial safety and environmental protection management systems in terrestrial or marine exploration and/or extraction projects or facilities successfully implemented.  Attached to curricular records, a statement of the legal representative under oath must be presented, indicating that the information showed in each curricular record is truthful. Such statement must take place before a Mexican public notary, or when using a foreign notary, it must be duly legalized by a consul or apostilled.



The aforementioned requirements must be fulfilled individually by each Interested Party or, if applicable, by the person appointed as Operator in a Consortium or Joint Venture, as such requirement could not be jointly fulfilled by the Consortium or Joint Venture members.

When fulfilling and presenting requirements through its branches or controlling company, the Interested Party must prove the relation with said company through: (i) the last shareholders records, along with certification issued by the officer appointed for executing such actions under the regulations and policies of the Interested Party, such as: the Chairman of the Board of Directors, the Chief Executive Officer or the Secretary. It shall be presented along with the public document showing the appointment of the aforesaid officers. Likewise, all the organizational charts describing the relation between Companies must be attached. The aforementioned documents shall be presented in original or certified copy, if certified copy, said document must be issued by a Mexican Notary Public, or when using a foreign Notary Public, the document must be duly legalized by a consul or apostilled, or (ii) attached to public documents such as 10K or 20F formats, with a detailed list of the subsidiaries of the corporation.

Whenever a foreign Company is involved, the relation between the Interested Parties and its subsidiaries can be proven with written documentation equivalent to the one described in subparagraph (i) hereinabove, according to the Applicable Rules of the country of origin and the internal policies ruling said Companies. The aforesaid shall be done provided that the documentation presented before the Awarding Party irrefutably proves such relation and all formalities defined in these Conditions are fulfilled.

Any Interested Party participating either individually or through the Joint Venture or Consortium which as the Operator shall be able to prove that it complies with all required abilities either by itself or by its subsidiaries or controlling companies.



The Interested Parties who have been favorably prequalified in bidding number CNH-R01-L01/2014 (regarding the awarding of Joint Production Agreements for Hydrocarbons Exploration and Extraction Shallow Waters First Invitation to Bidding) and/or in bidding number CNH-R01-L02/2015 (regarding the awarding of Agreements of Joint Production for Hydrocarbons Exploration and Extraction in Shallow Waters Second Invitation to Bidding) shall be deemed to have satisfied the requirement set out in item 2, subparagraph (a) of these requirements. It is understood that for purposes of the provisions in this paragraph, the same members of the bidder favorably prequalified in bidding CNH-R01-l01/2014 and/or CNH-R01-l02/2015 shall stay. For purposes of the above, they must present the CNH – 10 Format Statement under oath, which states that there have been no changes to documents presented in bidding CNH-R01-L01/2014 and/or CNH- R01-L02/2015.

FINANCIAL ASSESMENT CRITERIA	DOCUMENTS TO PROVE FINANCIAL CAPACITY
To be verified	Documents to be included
<ul> <li>1) It shall present a capital stock of at least:</li> <li>a) 5 million dollars per each Type 1 Area presenting a proposal, and if applicable,</li> <li>b) 200 million dollars per each Type 2 Area presenting a proposal.</li> </ul>	(a) Should they go public or issue assets, they shall present an annual report as well as 10-K or 20-F formats recorded before the Securities and Exchange Commission, or any other equivalent form recorded before equivalent institutions where capital stock recorded is credited (if 10- K or 20-F formats have the information of annual reports, the presentation of such formats shall be sufficient); or (b) Present financial statements, certified by an independent firm of expert auditors certified or registered for carrying out such activities under the laws of the country of origin. The financial statements must support capital stock



FINANCIAL ASSESMENT CRITERIA	DOCUMENTS TO PROVE FINANCIAL CAPACITY		
To be verified	Documents to be included		
	recorded. Should the Bidder present the audited financial statements, then it shall provide the official electronic mail address of the auditor, so he can confirm the documents presented.		
Additional Criter	ria for a Consortium or Joint Venture		
2) Should the Operator not comply with the <b>financial criteria set in the number at hereinbefore</b> , he can participate in a Consortium or Joint Venture by proving at least a capital stock of 3 million dollars per Type 1 Area to be presented in the proposal and, if applicable, a capital stock of 120 million dollars per Type 2 Area to be presented in the Proposal. The aforementioned is subject to the evidence presented by two other members of the Consortium or the Joint Venture showing an aggregate capital stock of at least 80	<ul> <li>(a) Should they go public or issue assets, they shall present an annual report and the 10-K or 20-F formats recorded before the Securities and Exchange Commission, or any other equivalent format recorded before equivalent institutions where capital stock recorded is credited (if 10- K or 20-F formats have the information of annual reports, the presentation of such formats shall be sufficient); or</li> <li>(b) Present financial statements, certified by an independent firm of expert auditors certified or registered for carrying out such activities under the laws of the country of origin. The financial statements must support capital stock recorded. Should the Bidder present the audited financial statements, then it should provide the official electronic mail address of the auditor, so he can confirm the documents presented.</li> </ul>		



FINANCIAL ASSESMENT	DOCUMENTS TO PROVE FINANCIAL CAPACITY		
CRITERIA			
To be verified	<b>Documents to be included</b>		
million dollars per each Type 2 Area included in the proposal to be presented.			
3) In case of a Consortium or Joint Venture, the Operator must hold at least a third of the economic participation in said Consortium or Joint Venture.	CNH-4 Form: Joint Proposal Private Agreement.		

The aforementioned requirements must be fulfilled individually by each Interested Party or, if applicable, by the person appointed as Operator in a Consortium or Joint Venture. Should the Operator prove the financial capacity as Consortium, then the restrictions established in the Conditions shall be complied with.

Any Interested Party participating either individually or through Joint Venture or Consortium as the Operator or financial partner, shall be able to prove that it complies with all required abilities either by itself or by its subsidiaries or controlling companies.

When fulfilling requirements through its branches or controlling company, the Interested Party must prove the relation with said company through the following: (i) the last shareholders records, along with certification issued by the officer appointed for executing such actions under the regulations and policies of the Interested Party, such as: The Chairman of the Board of Directors, the Chief Executive Officer or the Secretary. It shall be presented along with the public document showing the appointment of the aforesaid officers. Likewise, all the organizational charts describing the relation between



Companies must be attached. The aforementioned documents shall be presented in original or certified copy, if certified copy, said document must be issued by a Mexican Notary Public, or when using a foreign Notary Public, the document must be duly legalized by a consul or apostilled, or (ii) attached to public documents such as 10K or 20F formats, with a detailed list of the subsidiaries of the corporation.

Whenever a foreign Company is involved, the relation between the Interested Parties and its subsidiaries can be proven with written documentation equivalent to the one described in subparagraph (i) hereinabove, according to the Applicable Rules of the country of origin and the internal policies ruling said Companies. The aforesaid shall be done provided that the documentation presented before the Awarding Party irrefutably proves such relation and all formalities defined in these Conditions are fulfilled.

The Interested Parties who have been favorably prequalified in bidding number CNH-R01-L01/2014 (regarding the awarding of Joint Production Agreements for Hydrocarbons Exploration and Extraction Shallow Waters First Invitation to Bidding) and/or in bidding number CNH-R01-L02/2015 (regarding the awarding of Agreements of Joint Production for Hydrocarbons Exploration and Extraction in Shallow Waters Second Invitation to Bidding) shall be deemed to have satisfied the requirement established in the table hereinabove, depending upon the number of Contractual Areas for which the Proposal is presented. It is understood that for purposes of the provisions in this paragraph, the same members of the bidder favorably prequalified in bidding CNH-R01-l01/2014 and/or CNH-R01-l02/2015 shall stay. For purposes of the above, they must present the CNH – 10 Format Statement under oath, which states that there have been no changes to documents presented in bidding CNH-R01-L01/2014 and/or CNH-R01-L02/2015.

Any requirement set under numeral 10.9 of these Conditions and for which the Interested Parties presented documents so as to prove their relation with subsidiaries in bidding number CNH-R01-L01/2014 (regarding the awarding of Joint Production Agreements for the Exploration and Extraction of Hydrocarbons in Shallow Waters, First Invitation to Bidding) and/or CNH-R01-L02/ 2015 (regarding the awarding of Joint Production Agreements for the Exploration and Extraction of Hydrocarbons in Shallow Waters, Second Invitation to Bidding) may present CNH – 10 Format Statement under oath, which states that



there have been no changes to documents presented in bidding CNH-R01-L01/2014 and/or CNH- R01-L02/2015. The Bid Committee shall take into account said documents for the review and shall determine if the documents whether support the relation with subsidiaries as required in this Bidding.



# 11. Gathering of Prequalification Documents

- 11.1. Prequalification documents shall be delivered as follows:
  - a) According to the Conditions, all documents must be signed by the legal representative of the Interested Party so as to validate said documents. The signature of the legal representative shall appear at the bottom of the document. The documentation must be delivered in 2 or more binders, if applicable, duly identified on the front page as follows:

PREQUALIFICATION DOCUMENTATION

ORIGIN OF THE FINANCIAL RESOURCES

TERRESTRIAL – THIRD INVITATION TO BIDDING

(NAME OR COMPANY OF THE INTERESTED

PARTY)

BIDDING

CNH-R01-L03/2015

PREQUALIFICATION DOCUMENTATION

LEGAL, TECHNICAL, EXECUTION AND

FINANCIAL DOCUMENTS

TERRESTRIAL – THIRD INVITATION TO

BIDDING (NAME OR COMPANY NAME OF THE

INTERESTED PARTY)

BIDDING

CNH-R01-L03/2015



- b) Each page must bear the page number or consecutive number in the right corner, by the front; however, the content page, front page or the back of any page should not bear any number.
- c) Each binder shall include a Content page identifying the different sections therein, so each document required by the Awarding Party is included in a section.
- d) Each section shall direct to the required documents in an objective and quantifiable manner, according to usual practice of the oil industry.
- e) Shareholders and Bidders shall not modify the forms of the Conditions. Only the sections that the Company or its legal representative need to identify can be changed.
- f) The forms shall be issued in original copy with handwritten signature of the legal representative.
- g) Preferably, it shall be public information, that is, not classified or confidential according to the applicable regulations;
- h) It shall comply with the legal formalities for its validity under the Applicable Rules according to their country of origin;
- i) It shall contain official contact information of the issuing persons or institutions, in order to facilitate verification, avoiding pacts, including confidentiality pacts between the Interested Party and the issuers preventing the Verifying Committee to verify, to its satisfaction and based on common practices of the international oil industry, the accuracy of such information, and
- j) All documents required in numerals 10.7 and 10.9 should be in Spanish. If the original document is written in a language other than Spanish, the Interested Party must submit the original document together with a translation into Spanish made by an expert translator authorized in Mexico.
- 11.2. Similarly, the Interested Party must submit FORMAT CNH-3 Proof of documents submitted for Pre-qualification along with the required Pre-qualification documents,

in said format the documentation submitted to the Awarding Party shall be confirmed. It is important to clarify that failing to provide the files in folder or binder or not following the order provided or not numbering the pages of the Proposal shall not be grounds for disqualification; however, it is desirable in principle of order and for a better Bidding procedure.

# 12. Participation Form

- 12.1. Companies may participate as Individual Bidder or as Bidder Group. In the latter case, the Joint Venture Agreement shall be held under the Applicable Rules.
- 12.2. Two or more companies may jointly submit a Proposal to this Bidding without the need to form a separate legal entity, according to the following:
  - a) To participate in the Pre-qualification as a Bidder Group, it is sufficient that one of the companies of the Bidder Group has made the payment to access the Data Room information and enrollment in the Bidding;
  - b) Bidder Groups may present joint Proposals once they have obtained the Prequalification record and, therefore, are deemed as Bidders, with the understanding that other Companies or Bidders cannot join if they were not part of the Bidder Group during the Pre-qualification stage, unless it individually meets all the requirements of the Pre-qualification and obtain prior written authorization from the Awarding Party. The authorization shall be made regarding the inclusion of a financial partner or the exclusion of a member of the prequalified Bidder Group or, if applicable, the amendment of the interests of the Bidder Group members. Individual Bidders may modify their structure and become Bidder Groups when they desire to include one or more financial partners, and as long as the Awarding Party authorizes said changes. Therefore, it must comply with all Prequalification requirements which apply on individual basis. Under no circumstances Bidders' mergers



shall be allowed;

- c) No Company can participate in more than one Bidder Group during this Bidding;
- d) Members of the Bidder Group shall execute a Joint Proposal Private Agreement under the established in FORMAT CNH-4 Joint Proposal Private Agreement. Said Agreement shall be executed by the legal representative of each Company member of the Bidder Group. The Agreement shall be included in the awarded Agreements; if any, or
- e) No Large Scale Oil Company shall partner with another Large Scale Oil Company to participate as Bidder Group.
- 12.3. This shall not preclude the Bidder Group from constituting a new Company so as to comply with the obligations under the Joint Proposal Private Agreement, provided that the new Company abides to the responsibilities contained therein.
- 12.4. Should a Bidder requires changing its structure so as to include a financial partner or, regarding the Bidder Group, to constitute a Company which modifies the participation percentage of the members, then the Bidder shall send an authorization request to the Awarding Party within the period set for such purposes in the Schedule. This shall take place through an e-mail sent to the e-mail address provided by the Awarding Party at the delivery of the AD Code, with the title "Authorization request for modifying the Bidder's structure (and the AD Code provided)". The request must clearly detail the modification rationale and its impact, which shall be assessed by the Awarding Party who shall notify, through e-mail, the manner in which the required documentation delivery shall be done so as to assess the issued request. Likewise, the Awarding Party shall send to the provided e-mail address either the authorization or denial of authorization, if applicable.



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Comisión Nacional de Hidrocarburos

Should the Bidder Group require modifying its structure so as to include an Individual Bidder as financial partner, the latter shall waive its Individual Bidder faculty and the Bidder Group shall send the Awarding Party the corresponding waive along with the request mentioned in the paragraph hereinabove.

Should, for any reason, the Operator of the Bidder Group no longer forms part of it, the other members: (i) may join a prequalified Bidder or (ii) request joining a prequalified Bidder. In both cases, the Awarding Party authorization shall be needed, as set in the first paragraph of this numeral.

12.5. Any and all unauthorized attempts to associate or any unamortized changes in the structure of any Bidder shall constitute grounds for disqualification from the Bidding for each and all Bidders or Companies involved in the matter. The Awarding Party shall provide the required authorization provided all and each of the following conditions are met: (i) The Bidder request the modification, within the period included in the Schedule and under the Bidding Conditions, (ii) the proposed modifications match any of the Bidder formats established in numeral 12.4, (iii) the new participation of the Operator in the Consortium or Joint Venture equals or exceeds, or if lower, it shall not be less than minimum required participation of the Operators which is equal to a third part of the economic participation in the Consortium and (iv) the financial partner does not have an economic participation over two third parts of the Consortium.

If failing to meet with every and all the above conditions, the Awarding Party shall not grant the authorization.

#### 13. Integration of the Proposal

13.1. Each Proposal shall be submitted in two sealed, letter-size, yellow, auto sealable flap, 90gr, 23x30.5 cm envelopes. Each envelope shall be duly identified with



white labels of 5.1 x 10.1 centimeters as indicated hereinbelow:

#### ENVELOPE No. 1

#### BIDDING

#### CNH-R01-L03/2015 ECONOMIC PROPOSAL

TERRESTRIAL – THIRD INVITATION TO BIDDING (NAME OR CORPORATE NAME OF THE BIDDER)

#### **ENVELOPE No. 1**

#### BIDDING

#### CNH-R01-L03/2015 SERIOUSNESS WARRANTY

TERRESTRIAL – THIRD INVITATION TO BIDDING (NAME OR CORPORATE NAME OF THE BIDDER)

- 13.2. Proposals shall be numbered and signed by the legal representative of the Individual Bidder. Should it be a Joint Proposal, it shall be numbered and signed by the common legal representative of the Bidder Group who was granted the faculties for such purposes; otherwise, it shall be signed by each and all parties of the Bidder Group.
- 13.3. In order to determine the values of the Economic Proposal, the Bidder shall take into account the Bidding Conditions and the Agreement. Such values shall be presented considering the first two decimals. For further reference please consult numeral 16.2 of the Conditions.
- 13.4. When presenting and opening proposals, the Bidder shall deliver the format CHN-9 Economic Proposal for Each Contractual Area, stating the Proposal or leaving it in blank or stating there shall be no Proposal whatsoever, if applicable. The Proposal shall comprise the following documents:
  - a) A sealed envelope "Envelope 1", Economic Proposal containing:
    - i. Format CNH-9 Economic Proposal, which shall be signed according to what is set in numeral 13.2 hereinabove. Said format shall include a statement under oath that the economic proposal has been prepared and presented independently from and without the help of any other Bidder.
    - ii. A sealed envelope containing format CNH-11 Payment in Cash in



Should a proposal for a particular Contractual Area not be presented, the Bidder must state such situation in the corresponding Economic Proposal format or by leaving it in blank.

b) A sealed envelope "Envelope 2", Seriousness Warranty where the Seriousness Warranty of the proposal is included under the terms of the paragraph hereinbelow so as to ensure the seriousness of the proposal and, if a Bidder is considered as a Winning Bidder, then secure the execution of the corresponding Agreement.

Regarding each Contractual Area: the Bidder must submit (i) a standby credit letter for the CNH based on format CNH-8 Seriousness Warranty, Stand-by credit letter issued or confirmed by a credit institution doing business in Mexico, with a value of [USD\$65,000.00 (sixty-five thousand dollars 00/100 Cy) for Type 1 Areas] or [USD\$200,000.00 (two thousand dollars 00/100 Cy) for Type 2 Areas]. In either case, both shall be valid for sixty calendar days from the date of submission of the Proposals. Should the format CNH-9 Economic Proposal states the Bidder shall not present a proposal, "Envelope 2" shall be presented empty and sealed.



# 14. Validity of the Proposal

- 14.1. The Proposal of the Winning Bidder and the Bidder obtaining the second place should remain valid for sixty calendar days from the date it was submitted. In exceptional circumstances the Awarding Party may request an extension to the validity period. The Awarding Party request and response shall be done in writing. Where appropriate, the validity of the Seriousness Warranty shall be extended up to a term equal to the validity of the Proposal.
- 14.2. The Seriousness Warranty shall be returned after the Proposal presentation and opening act of those Bidders who's Proposals were discarded or not awarded. Regarding the Winning Bidder and the second place Bidder: Seriousness Warranties shall be returned after the execution of the corresponding contract.
- 14.3. The Seriousness Warranty may be used in the following cases:
  - a) If the Winning Bidder or the Bidder who obtains the second place withdraws its Proposal before the execution of the awarded Contract;
  - b) If the Winning Bidder does not execute the Contract on the date indicated in the minutes of the ruling or the date thereafter agreed;
  - c) If the Winning Bidder fails to provide the Bid Bond or the Corporate Warranty at the execution of the Contract and pursuant to the Agreement provisions and on the dates established by the Awarding Party;
  - d) If the Bidder that won second place also decides not to execute the Contract on the date set by the Awarding Party, if any;
  - e) If the Bidder submits false information to the Awarding Party at any stage of the Bidding, or
  - f) If any member of Bidder Group refuses to sign the C or intends to change the terms of their participation identified in Joint Proposal Private Agreement



presented to the Awarding Party.

Should the Seriousness Warranty be deemed valid, the resources provided shall be deposited into the account provided by the CNH for that purpose under the name of the Mexican Oil Stabilization and Development Fund.

## 15. Presentation and opening of Proposals.

- 15.1. Proposals presentation shall be done in the relevant act, on the date and time established in the Schedule. Such event shall be held before a notary public and will be broadcasted live on the Internet through the Website and other means of electronic communication to be determined.
- 15.2. Each Bidder shall be responsible to consider and cover all costs associated with the preparation and submission of its Proposal.
- 15.3. Only one proposal for Bidder and Contractual Area. For Contractual Areas where no proposal is made, the format CNH-9 Economic Proposal must be issued indicating that no Economic Proposal shall be presented.
- 15.4. Requirements to be considered by the Bidders involved in the presentation and opening of proposals:
  - a) The proposal must be submitted in person by the legal representative of the bidder, according to the guidelines set forth in these Conditions;
  - b) To submit Proposals, Bidders must register at the entrance, where they shall present their proposals envelopes to any member of the Committee, so the Committee may proceed to seal and sign the envelopes;
  - c) At the registration, Bidders must present original and copy of the official identification of the legal representative, which may be the voter's registration card with photo, passport or professional license for Mexicans or passport for foreigners;



- d) Once the legal representative of the Bidder is registered in the Proposal presentation and opening act, it is obliged to submit the respective envelopes;
- e) The legal representative of each Bidder may be accompanied by another person, after enrollment, and
- f) No Bidder may submit a Proposal that is not in a sealed envelope and which has not been stamped and signed by the member of the Committee. Should the Bidder decide not to present a Proposal for any of the Contractual Areas, then it shall not be necessary to submit the aforementioned envelopes, and shall participate in the Proposal presentation and opening act as a guest.
- 15.5. Proposals shall be announced in the Proposal presentation and opening act according to the following:
  - a) For each Contractual Area, it shall be held:
    - Submission of Proposals stage. Submission of Proposals shall be made in the same order as the legal representatives of the Bidder registered at the entrance to the Proposal presentation act.

Once all Proposals were received, in the same order, the Bid Committee shall:

- Notify the minimum values for award variables for each Contractual Area, where appropriate, and in accordance with the provisions of numeral 16.1, Section III of these Conditions;
- Open the Proposals received;
- Check that the proposed values for the awarding variable are equal to or greater than the minimum values established by the Treasury Department, and below the limits set out in these Conditions, and
- Announce the results of the opening of Proposals, notify about the not creditworthy Proposal according to the previous point, per Contractual Area.
- Proposal Assessment Stage. The bid committee shall assess proposals,



ensuring that they comply with the requirements of the Conditions.

- 15.6. Based on the assessment, the Bidding Committee shall deliver a written report which shall indicate the Winning Bidder. Furthermore, it shall indicate the Bidder ranking second and, if necessary, Proposals which have been discarded. Likewise, shall be mentioned in the same document the execution and conclusion of each of the steps outlined above for each Contractual Area. The report shall be published in the Website.
- 15.7. Formalization of the Ruling and agreement awarding shall be responsibility of the Government Agency within the timeframe scheduled for such purposes.

# 16. Awarding Variables and Mechanism for determining the Winning Bidder.

- 16.1. No later than the date the Awarding Party publishes the final version of these Conditions, the Treasury Department shall determine the minimum Treasury Department values acceptable with respect to each of the two variables comprehending the Economic Proposal. Moreover, on that date it shall be determined the time and conditions under which such minimum amounts shall be revealed in the Bidding. This based on Section 9 and the Transient Four of the Regulations of the Hydrocarbons Revenue Law.
- 16.2. In order to analyze the Economic Proposals received during the Bidding, the following must be taken into account:
  - 1) The weighted value of the offer is the sum of: a) 0.90, multiplied by the factor of the additional royalty given as a percentage of the contract value of Hydrocarbons; b) 0.10, multiplied by the factor of additional investment for the corresponding Contractual Area. The formula is shown to calculate the weighted value of the Economic



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*VPO*= 0.90×Additional Royalty Factor+ 0.10×Additional Investment Factor

#### where:

- VPO is the weighted value of the Economic Proposal;
- Additional Royalty Factor is the adjusted value of the value of certain additional royalty as a percentage of the contract value of Hydrocarbons, expressed in two digits and two decimals.

The Additional Royalty Factor is calculated as follows:

*Additional Royalty Factor* = 3.5 (*Additional Royalty Value*)

where:

• The Additional Royalty Value is the corresponding value of the percentage offered to the state in the value of hydrocarbons, expressed in two digits and two decimals.

Additional Investment Factor =  $(2500(Investment\ increase))^{1/2}$ 

#### where:

- Increased Investment is the value of the percentage increase in the Minimum Work Program for the relevant Contractual Area as a proportion of the unit considering two decimal places.
- 2) The weighted value of the Economic Proposal shall be calculated to three decimal places.
- 3) As examples of the definition of the weighted value of the Economic

Proposal, two cases are presented:

#### Example 1

• Should the Proposal of Additional Royalty as a percentage of the contract value of hydrocarbons is 6.54%, the value to be included in the formula for determining the adicional royalty factor would be 6.54:

Additional Royalty Factor 
$$=3.5$$
 (6.54)  $=22.89$ 

• Should the investment increase be 100%, in order to determine the factor, 1.00 must be written in the formula, as shown hereinbelow:

Additional Investment Factor = 
$$(2500(1.00))^{1/2} = 50.00$$

• Finally, the weighted value of the proposal would be obtained as follows:

$$V = 0.90 \times 22.89 + 0.10 \times 50.00 = 25.601$$
  
 $V = 20.601 + 5.000 = 25.601$ 

#### Example 2

• Should the Additional Royalty proposal provided as a percentage of the contract value of hydrocarbons equal to 29.99%, the value to be included in the formula for determining the Additional Royalty Factor shall be 29.99:

• Should the increase in the submited investment be 55%, then the number 0.55 should be included in the formula for determining the Investment Factor, as follows:

Additional Investment Factor = 
$$(2500(.55))^{1/2} = 37.08$$

• Finally, the weighted value of the offer would be obtained as follows:

$$V = 0.90 \times 104.97 + 0.10 \times 37.08 = 98.176$$
  
 $V = 94.469 + 3.708 = 98.177$ 



- 16.3. The Winning Bidder shall be the one whose weighted value of the Economic Proposal is greater.
- 16.4. In the event that two or more Bidders offer the same amount of weighted value of the Economic Proposal, the first criterion to determine the Winning Bidder is whoever offers the highest cash payment. To do this, open the envelope containing FORMAT CNH-11 Payment in Cash in case of tie in the Economic Proposals included in the "Envelope 1", pursuant to numeral 13.4 item a) subsection II, Section III of these Conditions. Should the "Envelope 1" do not contain the FORMAT CNH-11 Payment in Cash in case of tie in the Economic Proposals; it shall be deemed that the Bidder is offering cash payment of zero dollars. The Winning Bidder payment shall be made by check or transfer to Oil Stabilization and Development payable to the Mexican Fund on the effective date.
- 16.5. If the tie persists, the balloting method shall be used to determine the Winning Bidder, subject to the obligation to pay the amount resulting from the preceding paragraph. For this, a different number is assigned to each of the Bidders, which shall be introduced in a transparent box, from which the Secretary of the Committee shall draw one of the numbers.

### 17. Proposal Dismissal Causes

- 17.1. The Proposal dismissal cases shall be the following:
  - a) Incomplete, illegible, confusing presentation or omission of any document or information required in numeral 13, Section III of these Conditions;

- b) Proposals are conditioned, submitted with corrections, erasures or amendments, or have not been made, or are not signed in autograph manner;
- c) Whenever a Bidder submits more than one Proposal for the same Contractual Area;
- d) Whenever a Bidder submits more Proposals than the pre-qualification record issued by the Awarding Party indicates;
- e) Whenever the Awarding Party is aware that the Bidder is in one of the situations described in paragraph 4, Section III of these Conditions;
- f) Whenever the Awarding Party is aware that the Bidder submitted false information or induced to misleading conclusions;
- g) Whenever the Awarding Party declare the failure of the Bidder to comply with any obligation under the Confidentiality Agreement;
- h) Whenever the Bidder does not guarantee its Proposal with the corresponding Seriousness Warranty;
- i) Due to the Bidder's involvement in any act aimed at improperly influencing the outcome of the Bidding;
- j) Due to any material change in the information or documentation provided by the Bidder relating to the Pre-qualification;
- k) Any unauthorized association or any unauthorized change in the composition of any Bidder;
- Whenever the securities in the Financial Proposal are below the minimum values established by the Treasury Department;
- m) The value of the Economic Proposal offered with respect to:



- i. The Additional Royalty for the State equals or exceeds 100% (one hundred per cent),
- ii. The percentage increase in the Minimum Work Program for the relevant Contractual Area exceeds 100% (one hundred percent), and
- n) Any other under these Conditions and the Applicable Rules.

# 18. Awarding and Ruling

18.1. The Bid Committee shall give the Government Agency the minutes been raised regarding the Proposal presentation and opening act, for it to issue the corresponding Ruling and declare the award of each Agreement. Similarly, publication of the corresponding Ruling in the Federal Official Gazette shall be order by the Government Agency.

#### 19. Void Bidding

- 19.1. The Awarding Party may declare void all or part of the Bidding when:
  - a) No Proposals were submitted;
  - b) Interested Parties do not meet the requirements stipulated in Prequalification, or
  - c) All Proposals were discarded.
- 19.2. Where appropriate, the Ruling shall explain the reason or reasons why the Bidding was declared void, which shall not impose any obligation on the Awarding Party to reimburse Bidders the expenses incurred due to their participation in the Bidding.

#### 20. Cancellation of the Bidding

20.1. The Awarding Party may cancel the Bidding for all or some Contractual Areas at any time and for any reason. The foregoing shall not impose on the Awarding



Party the responsibility to reimburse the Bidders the expenses incurred because of the Bidding.

#### 21. Challenge Means

21.1. Based on Article 25 of the Act, legal actions against the Winning Bidder or when the Bidding is declared void shall only be valid through writ of Amparo. Bidding and Agreement Awarding shall be considered of public order and social interest.

# 22. Agreement Execution

- 22.1. Agreements may only be executed by and between state producing companies or individuals (under Article 31 of the Hydrocarbons Revenue Act) who comply with the following requirements:
  - a) Be a resident for tax purposes in Mexico;
  - b) Have as sole objective Hydrocarbons Exploration and Extraction, without prejudice to the productive state enterprises or individuals can perform the activities required to achieve the same, among others, procurement, acquisition and leasing of equipment or materials as well as the performance of any legal act, including trade. These events may include the sale of Hydrocarbons to be obtained under a contract, without incurring the performance of activities under the Third Title of the Act, and
  - c) Taxing in a tax regimen different from the optional tax regime for corporate groups detailed in Chapter VI of Title II of the Law on Income Tax.
- 22.2. Ruling notification shall enforce the rights and obligations under the Contract and shall bind the Winning Bidder, through its Mexican Company set for such purposes or the corresponding state productive Company, to execute the corresponding Extraction Authorization Contract, on the date, time and place established in the Ruling and in the Schedule or were agreed.



- 22.3. Should Individual Bidder, the Bidder Group or any of its members constitutes a special purpose company for the execution and performance of the Agreement, then said Agreement shall be signed by that company under the provisions of the preceding numeral, as Contractor, and by the Bidder or member of the Bidder Group as joint obligor. In this case, the Individual Bidder or member of the Bidder Group should be part of the new special purpose company constituted for that purpose, and for which it should maintain control. No society created for the execution of the Agreement may include a different corporate group to which the Bidder belongs to.
- 22.4. If, by the deadline established for it, the Winning Bidder does not sign the Agreement for reasons attributable to it, the Awarding Party may award the Agreement to the Bidder left in second place in the Bidding, provided that its Proposal meets the awarding criteria set forth herein.
- 22.5. Before signing the Agreement, the Winning Bidder shall submit the following documents:
  - a) Articles of incorporation;
  - b) Faculties of the legal representative;
  - c) Corporate Bond;
  - d) Compliance Bond;
  - e) Certification issued by the Tax Administration System attesting compliance with tax obligations;
  - f) Federal Taxpayer's Registration Code or equivalent in the place of origin of the Bidder:
  - g) Legal and tax address, y



- h) All others are required by the Awarding Party in accordance with Applicable Rules.
- 22.6. Should the Bidder fail to submit the requested Winner documentation, it cannot sign the Agreement and the Awarding Party shall be free of awarding the Agreement to the Bidder whose Proposal was deemed second.

# 23. Confidentiality Conditions

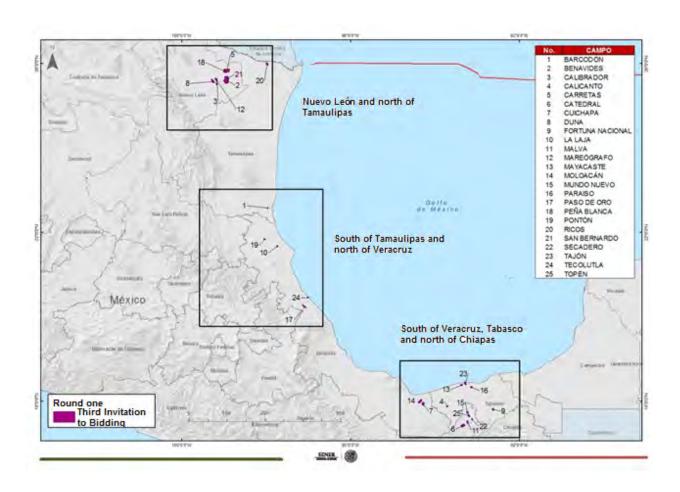
23.1. The information submitted by Bidders as confidential shall be identified as such in FORMAT CNH-7 Confidential Documents, based on which the Awarding Party shall evaluate the treatment ought to given to it, in terms of the Federal Law of Transparency and Access to Public Government Information.

# SECTION IV. CONTRACTUAL AREAS

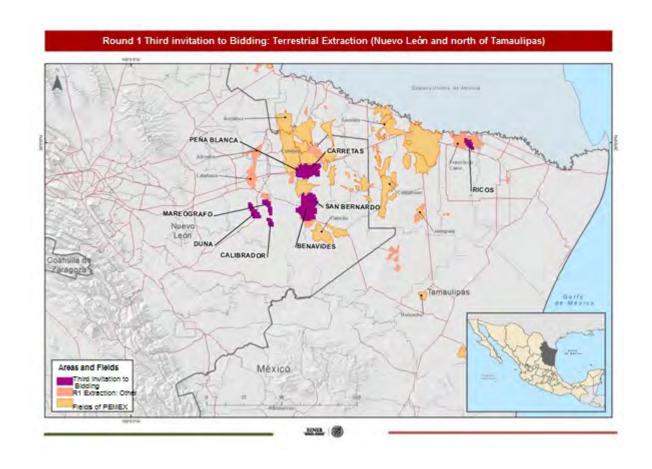
Contractual Area	Field	Surface (Km <sup>2</sup> )	Area type	
1	Barcodón	11.0	Type 2	
2	Benavides	135.5	Type 1	
3	Calibrador	16.1	Type 1	
4	Calicanto	10.6	Type 1	
5	Carretas	89.4	Type 1	
6	Catedral	58.0	Type 1	
7	Cuichapa Pte.	41.5	Type 2	
8	Duna	36.7	Type 1	
9	Fortuna Nacional	22.0	Type 1	
10	La Laja	10.2	Type 1	
11	Malva	21.2	Type 1	
12	Mareógrafo	29.8	Type 1	
13	Mayacaste	21.9	Type 1	
14	Moloacán	46.3	Type 2	
15	Mundo Nuevo	27.7	Type 1	
16	Paraíso	17.0	Type 1	
17	Paso de Oro	23.1	Type 1	
18	Peña Blanca	26.0	Type 1	
19	Pontón	11.8	Type 1	
20	Ricos	23.7	Type 1	
21	San Bernardo	28.3	Type 1	
22	Secadero	9.8	Type 1	
23	Tajón	27.5	Type 2	
24	Tecolutla	7.2	Type 1	
25	Topén	25.3	Type 1	



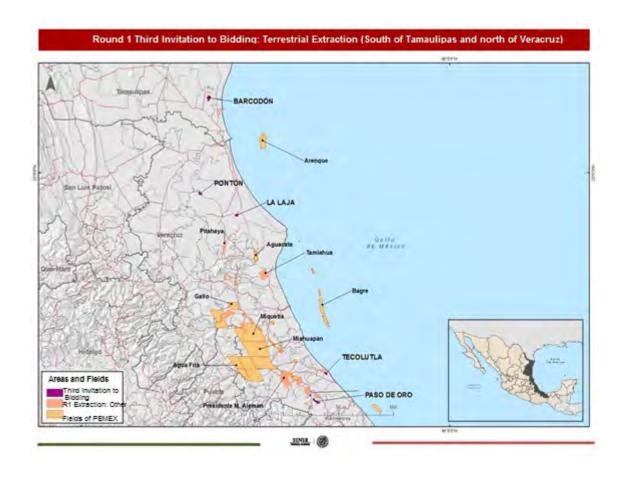
# **MAP**



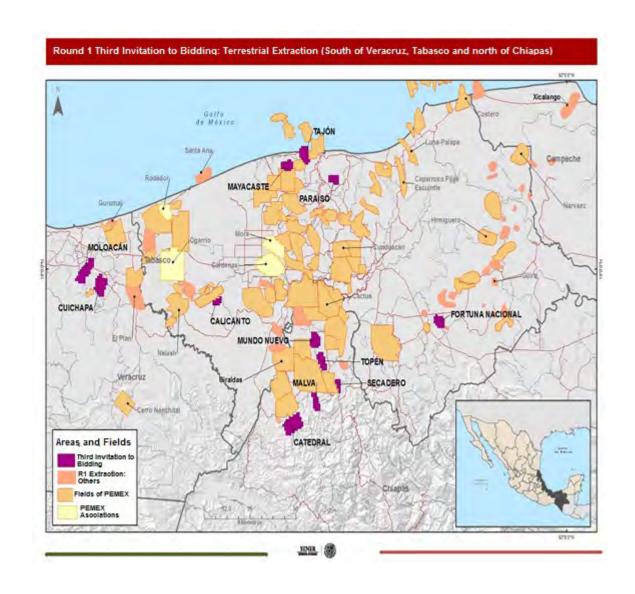














# **COORDINATES**

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	97° 57' 30"	22° 36' 00"
		2	97° 57' 30"	22° 35' 30"
		3	97° 57' 00"	22° 35' 30"
		4	97° 57' 00"	22° 34' 00"
1	Barcodón	5	97° 57' 30"	° 57' 00"       22° 35' 30"         ° 57' 00"       22° 34' 00"         ° 57' 30"       22° 34' 00"         ° 57' 30"       22° 33' 00"         ° 58' 00"       22° 33' 00"
!	Barcodon	6	97° 57' 30"	22° 33' 00"
		7	97° 58' 00"	22° 33' 00"
	8 97° 58'	97° 58' 00"	22° 33' 30"	
		9	97° 58' 30"	22° 33' 30"
		10	97° 58' 30"	22° 36' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
	_	1	98° 56' 00"	25° 39' 30"
		2	98° 55' 30"	25° 39' 30"
		3	98° 55' 30"	25° 38' 30"
		4	98° 55' 00"	25° 38' 30"
		5	98° 55' 00"	25° 37' 00"
		6	98° 54' 30"	25° 37' 00"
		7	98° 54' 30"	25° 36' 30"
		8	98° 53' 30"	25° 36' 30"
		9	98° 53' 30"	25° 34' 30"
		10	98° 54' 30" 25° 34' 3	25° 34' 30"
		11	98° 54' 30"	25° 34' 00"
		12	98° 54' 00"	25° 34' 00"
		13	98° 54' 00"	25° 32' 30"
2	Benavides	14	98° 55' 30"	25° 32' 30"
		15	98° 55' 30"	25° 32' 00"
		16	98° 58' 30"	25° 32' 00"
		17	98° 58' 30"	25° 33' 00"
		18	98° 59' 00"	25° 33' 00"
		19	98° 59' 00"	25° 34' 00"
		20	98° 59' 30"	25° 34' 00"
		21	98° 59' 30"	25° 34' 30"
		22	99° 00' 00"	25° 34' 30"
		23	99° 00' 00"	25° 35' 00"
		24	99° 01' 00"	25° 35' 00"
		25	99° 01' 00"	25° 36' 30"
		26	99° 00' 00"	25° 36' 30"
		27	99° 00' 00"	25° 37' 00"



Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		28	98° 59' 30"	25° 37' 00"
		29	98° 59' 30"	25° 37' 30"
		30	98° 59' 00"	25° 37' 30"
		31	98° 59' 00"	25° 41' 30"
		32	98° 58' 30"	25° 41' 30"
		33	98° 58' 30"	25° 42' 00"
		34	98° 58' 00"	25° 42' 00"
		35	98° 58' 00"	25° 41' 00"
		36	98° 57' 00"	25° 41' 00"
		37	98° 57' 00"	25° 41' 30"
		38	98° 56' 30"	25° 41' 30"
		39	98° 56' 30"	25° 42' 00"
		40	98° 56' 00"	25° 42' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	99° 10' 00"	25° 33' 00"
		2	99° 10' 00"	25° 32' 30"
		3	99° 09' 30"	25° 32' 30"
		4	99° 09' 30"	25° 31' 30"
		5	99° 09' 00"	25° 31' 30"
3	Calibrador	6	99° 09' 00"	25° 30' 00"
3	Calibrador	7	99° 10' 30"	25° 33' 00" 25° 32' 30" 25° 32' 30" 25° 31' 30" 25° 31' 30" 25° 31' 30" 25° 30' 00" 25° 30' 00" 25° 30' 30" 25° 30' 30" 25° 32' 00"
		8	99° 10' 30"	
		9	99° 11' 00"	25° 30' 30"
		10	99° 11' 00"	25° 32' 00"
		11	99° 11' 30"	25° 32' 00"
		12	99° 11' 30"	25° 33' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	93° 44' 00"	17° 52' 00"
		2	93° 44' 00"	17° 53' 00"
		3	93° 43' 00"	17° 53' 00"
		4	93° 43' 00"	17° 53' 30"
4	Calicanto	5	93° 42' 00"	17° 53' 30"
4	Calicarito	6	93° 42' 00"	17° 54' 00"
		7	93° 41' 30"	17° 52' 00" 17° 53' 00" 17° 53' 00" 17° 53' 30" 17° 53' 30"
		8	93° 41' 30"	17° 52' 30"
		9	93° 42' 00"	17° 52' 30"
		10	93° 42' 00"	17° 52' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	98° 52' 30"	25° 52' 30"
		2	98° 52' 30"	25° 52' 00"
		3	98° 52' 00"	25° 52' 00"
		4	98° 52' 00"	25° 51' 00"
		5	98° 52' 30"	25° 51' 00"
		6	98° 52' 30"	25° 50' 30"
		7	98° 53' 00"	25° 50' 30"
		8	98° 53' 00"	25° 50' 00"
		9	98° 52' 30"	25° 50' 00"
		10	98° 52' 30"	25° 48' 00"
		11	98° 54' 00"	25° 48' 00"
		12	98° 54' 00"	25° 48' 30"
		13	98° 55' 00"	25° 48' 30"
		14	98° 55' 00"	25° 48' 00"
		15	98° 56' 00"	25° 48' 00"
		16	98° 56' 00"	25° 47' 30"
		17	98° 56' 30"	25° 47' 30"
5	Carretas	18	98° 56' 30"	25° 47' 00"
5	Carrelas	19	98° 57' 00"	25° 47' 00"
		20	98° 57' 00"	25° 47' 30"
		21	98° 57' 30"	25° 47' 30"
		22	98° 57' 30"	25° 47' 00"
		23	98° 58' 30"	25° 47' 00"
		24	98° 58' 30"	25° 50' 00"
		25	98° 59' 00"	25° 50' 00"
		26	98° 59' 00"	25° 51' 00"
		27	98° 59' 30"	25° 51' 00"
		28	98° 59' 30"	25° 52' 30"
		29	98° 59' 00"	25° 52' 30"
		30	98° 59' 00"	25° 52' 00"
		31	98° 58' 00"	25° 52' 00"
		32	98° 58' 00"	25° 52' 30"
		33	98° 57' 00"	25° 52' 30"
		34	98° 57' 00"	25° 52' 00"
		35	98° 55' 00"	25° 52' 00"
		36	98° 55' 00"	25° 52' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	93° 18' 30"	17° 27' 00"
6		2	93° 18' 00"	17° 27' 00"
		3	93° 18' 00"	17° 26' 00"
	Catedral	4	93° 17' 30"	17° 26' 00"
		5	93° 17' 30"	17° 25' 00"
		6	93° 18' 00"	17° 25' 00"
		7	93° 18' 00"	17° 24' 30"



Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		8	93° 19' 00"	17° 24' 30"
		9	93° 19' 00"	17° 24' 00"
		10	93° 20' 00"	17° 24' 00"
		11	93° 20' 00"	17° 23' 30"
		12	93° 21' 00"	17° 23' 30"
		13	93° 21' 00"	17° 23' 00"
		14	93° 22' 30"	17° 23' 00"
		15	93° 22' 30"	17° 24' 00"
		16	93° 23' 00"	17° 24' 00"
		17	93° 23' 00"	17° 25' 00"
		18	93° 23' 30"	17° 25' 00"
		19	93° 23' 30"	17° 25' 30"
		20	93° 23' 00"	17° 25' 30"
		21	93° 23' 00"	17° 26' 00"
		22	93° 22' 30"	17° 26' 00"
		23	93° 22' 30"	17° 26' 30"
		24	93° 21' 30"	17° 26' 30"
		25	93° 21' 30"	17° 27' 00"
		26	93° 20' 30"	17° 27' 00"
		27	93° 20' 30"	17° 27' 30"
		28	93° 19' 30"	17° 27' 30"
		29	93° 19' 30"	17° 28' 00"
		30	93° 18' 30"	17° 28' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	94° 16' 30"	17° 58' 00"
		2	94° 15' 00"	17° 58' 00"
		3	94° 15' 00"	17° 56' 30"
		4	94° 15' 30"	17° 56' 30"
		5	94° 15' 30"	17° 55' 30"
		6	94° 16' 00"	17° 55' 30"
	Cuichapa- Poniente	7	94° 16' 00"	17° 54' 00"
		8	94° 17' 30"	17° 54' 00"
		9	94° 17' 30"	17° 54' 30"
7		10	94° 18' 00"	17° 54' 30"
		11	94° 18' 00"	17° 55' 00"
		12	94° 18' 30"	17° 55' 00"
		13	94° 18' 30"	17° 55' 30"
		14	94° 19' 00"	17° 55' 30"
		15	94° 19' 00"	17° 56' 00"
		16	94° 18' 30"	17° 56' 00"
		17	94° 18' 30"	17° 58' 00"
		18	94° 18' 00"	17° 58' 00"
		19	94° 18' 00"	17° 58' 30"



Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		20	94° 17' 30"	17° 58' 30"
		21	94° 17' 30"	17° 59' 00"
		22	94° 16' 30"	17° 59' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	99° 17' 00"	25° 38' 30"
	-	2	99° 17' 00"	25° 38' 00"
		3	99° 16' 30"	25° 38' 00"
		4	99° 16' 30"	25° 37' 00"
		5	99° 16' 00"	25° 37' 00"
		6	99° 16' 00"	25° 36' 00"
		7	99° 15' 00"	25° 36' 00"
		8	99° 15' 00"	25° 35' 00"
		9	99° 14' 00"	25° 35' 00"
8	Duna	10	99° 14' 00"	25° 34' 00"
0	Dulla	11	99° 13' 30"	25° 34' 00"
		12	99° 13' 30"	25° 33' 00"
		13	99° 16' 30"	25° 33' 00"
		14	99° 16' 30"	25° 34' 00"
		15	99° 17' 00"	25° 34' 00"
		16	99° 17' 00"	25° 35' 30"
	17	99° 17' 30"	25° 35' 30"	
		18	99° 17' 30"	25° 36' 30"
		19	99° 18' 00"	25° 36' 30"
		20	99° 18' 00"	25° 38' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	92° 38' 00"	17° 50' 00"
		2	92° 38' 00"	17° 49' 30"
		3	92° 36' 30"	17° 49' 30"
		4	92° 36' 30"	17° 49' 00"
	Fortuna Nacional	5	92° 36' 00"	17° 49' 00"
		6	92° 36' 00"	17° 47' 00"
9		7	92° 38' 00"	17° 47' 00"
9		8	92° 38' 00"	17° 47' 30"
		9	92° 38' 30"	17° 47' 30"
		10	92° 38' 30"	17° 48' 00"
		11	92° 39' 00"	17° 48' 00"
		12	92° 39' 00"	17° 49' 30"
		13	92° 38' 30"	17° 49' 30"
		14	92° 38' 30"	17° 50' 00"



Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	97° 43' 30"	21° 41' 30"
		2	97° 43' 30"	21° 41' 00"
		3	97° 43' 00"	21° 41' 00"
		4	97° 43' 00"	21° 40' 30"
	La Laja	5	97° 43' 30"	21° 40' 30"
		6	97° 43' 30"	21° 40' 00"
10		7	97° 44' 00"	21° 40' 00"
10		8	97° 44' 00"	21° 39' 30"
		9	97° 45' 00"	21° 39' 30"
		10	97° 45' 00"	21° 40' 00"
		11	97° 45' 30"	21° 40' 00"
		12	97° 45' 30"	21° 41' 00"
		13	97° 44' 30"	21° 41' 00"
		14	97° 44' 30"	21° 41' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	93° 13' 30"	17° 31' 30"
		2	93° 13' 00"	17° 31' 30"
		3	93° 13' 00"	17° 30' 00"
	Malva	4	93° 12' 30"	17° 30' 00"
		5	93° 12' 30"	17° 28' 30"
11		6	93° 14' 00"	17° 28' 30"
11		7	93° 14' 00"	17° 29' 00"
		8	93° 14' 30"	17° 29' 00"
		9	93° 14' 30"	17° 31' 30"
		10	93° 15' 00"	17° 31' 30"
		11	93° 15' 00"	17° 32' 30"
		12	93° 13' 30"	17° 32' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	99° 11' 00"	25° 39' 30"
		2	99° 11' 00"	25° 39' 00"
		3	99° 10' 00"	25° 39' 00"
		4	99° 10' 00"	25° 37' 00"
		5	99° 09' 30"	25° 37' 00"
		6	99° 09' 30"	25° 34' 00"
12	Maraágrafa	7	99° 10' 30"	25° 34' 00"
12	Mareógrafo	8	99° 10' 30"	25° 35' 00"
		9	99° 11' 00"	25° 35' 00"
		10	99° 11' 00"	25° 37' 00"
		11	99° 11' 30"	25° 37' 00"
		12	99° 11' 30"	25° 37' 30"
		13	99° 12' 00"	25° 37' 30"
		14	99° 12' 00"	25° 38' 00"



Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		15	99° 13' 00"	25° 38' 00"
		16	99° 13' 00"	25° 39' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	93° 21' 00"	18° 24' 30"
		2	93° 21' 00"	18° 24' 00"
		3	93° 20' 30"	18° 24' 00"
	Mayacaste	4	93° 20' 30"	18° 22' 30"
		5	93° 21' 00"	18° 22' 30"
13		6	93° 21' 00"	18° 22' 00"
13		7	93° 23' 00"	18° 22' 00"
		8	93° 23' 00"	18° 22' 30"
		9	93° 24' 00"	18° 22' 30"
		10	93° 24' 00"	18° 24' 00"
		11	93° 22' 00"	18° 24' 00"
		12	93° 22' 00"	18° 24' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	94° 21' 30"	17° 57' 00"
		2	94° 23' 30"	17° 57' 00"
		3	94° 23' 30"	17° 57' 30"
		4	94° 24' 30"	17° 57' 30"
		5	94° 24' 30"	17° 58' 00"
		6	94° 24' 00"	17° 58' 00"
		7	94° 24' 00"	17° 58' 30"
		8	94° 23' 30"	17° 58' 30"
		9	94° 23' 30"	17° 59' 30"
		10	94° 23' 00"	17° 59' 30"
		11	94° 23' 00"	18° 00' 00"
		12	94° 22' 30"	18° 00' 00"
14	Moloacán	13	94° 22' 30"	18° 00' 30"
		14	94° 22' 00"	18° 00' 30"
		15	94° 22' 00"	18° 01' 00"
		16	94° 21' 30"	18° 01' 00"
		17	94° 21' 30"	18° 01' 30"
		18	94° 20' 30"	18° 01' 30"
		19	94° 20' 30"	18° 02' 30"
		20	94° 19' 00"	18° 02' 30"
		21	94° 19' 00"	18° 00' 30"
		22	94° 19' 30"	18° 00' 30"
		23	94° 19' 30"	18° 00' 00"
		24	94° 20' 00"	18° 00' 00"
		25	94° 20' 00"	17° 59' 00"



26	94° 20' 30"	17° 59' 00"
27	94° 20' 30"	17° 58' 30"
28	94° 21' 30"	17° 58' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	93° 13' 30"	17° 46' 00"
		2	93° 13' 30"	17° 45' 30"
		3	93° 13' 00"	17° 45' 30"
		4	93° 13' 00"	17° 45' 00"
	Mundo Nuevo	5	93° 12' 30"	17° 45' 00"
		6	93° 12' 30"	17° 43' 00"
15		7	93° 13' 00"	17° 43' 00"
10		8	93° 13' 00"	17° 42' 30"
		9	93° 15' 00"	17° 42' 30"
		10	93° 15' 00"	17° 43' 00"
		11	93° 15' 30"	17° 43' 00"
		12	93° 15' 30"	17° 44' 30"
		13	93° 15' 00"	17° 44' 30"
		14	93° 15' 00"	17° 46' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	93° 07' 00"	18° 19' 00"
	Paraíso -	2	93° 08' 30"	18° 19' 00"
16		3	93° 08' 30"	18° 19' 30"
16		4	93° 10' 00"	18° 19' 30"
		5	93° 10' 00"	18° 21' 00"
		6	93° 07' 00"	18° 21' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	97° 06' 00"	20° 15' 00"
		2	97° 05' 00"	20° 15' 00"
		3	97° 05' 00"	20° 14' 30"
		4	97° 03' 30"	20° 14' 30"
		5	97° 03' 30"	20° 13' 00"
	Paso de Oro 1	6	97° 05' 00"	20° 13' 00"
		7	97° 05' 00"	20° 13' 30"
17		8	97° 06' 00"	20° 13' 30"
17		9	97° 06' 00"	20° 14' 00"
		10	97° 06' 30"	20° 14' 00"
		11	97° 06' 30"	20° 14' 30"
		12	97° 07' 00"	20° 14' 30"
		13	97° 07' 00"	20° 15' 00"
		14	97° 07' 30"	20° 15' 00"
		15	97° 07' 30"	20° 16' 00"
		16	97° 06' 00"	20° 16' 00"



Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	97° 09' 00"	20° 16' 30"
	Paso de Oro 2	2	97° 09' 00"	20° 17' 30"
		3	97° 07' 30"	20° 17' 30"
		4	97° 07' 30"	20° 17' 00"
		5	97° 08' 00"	20° 17' 00"
		6	97° 08' 00"	20° 16' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	98° 59' 30"	25° 51' 00"
		2	98° 59' 00"	25° 51' 00"
		3	98° 59' 00"	25° 50' 00"
		4	98° 58' 30"	25° 50' 00"
		5	98° 58' 30"	25° 47' 30"
18	Peña Blanca	6	99° 00' 30"	25° 47' 30"
10	rena bianca	7	99° 00' 30"	25° 48' 00"
		8	99° 01' 00"	25° 48' 00"
		9	99° 01' 00"	25° 51' 00"
	10	99° 00' 00"	25° 51' 00"	
		11	99° 00' 00"	25° 52' 00"
		12	98° 59' 30"	25° 52' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	98° 02' 00"	21° 51' 30"
		2	98° 02' 00"	21° 51' 00"
		3	98° 01' 30"	21° 51' 00"
		4	98° 01' 30"	21° 50' 30"
10	Dontón	5	98° 01' 00"	21° 50' 30"
19	19 Pontón	6	98° 01' 00"	21° 49' 30"
		7	98° 03' 00"	21° 49' 30"
	8	98° 03' 00"	21° 50' 30"	
		9	98° 03' 30"	21° 50' 30"
		10	98° 03' 30"	21° 51' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	97° 59' 30"	26° 01' 30"
		2	97° 59' 30"	26° 01' 00"
		3	97° 58' 00"	26° 01' 00"
	20 Ricos	4	97° 58' 00"	26° 00' 00"
		5	97° 57' 30"	26° 00' 00"
20		6	97° 57' 30"	25° 58' 30"
	7	97° 57' 00"	25° 58' 30"	
		8	97° 57' 00"	25° 57' 30"
	9	97° 58' 00"	25° 57' 30"	
		10	97° 58' 00"	25° 58' 00"
	Ī	11	97° 58' 30"	25° 58' 00"



Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		12	97° 58' 30"	25° 58' 30"
		13	97° 59' 30"	25° 58' 30"
		14	97° 59' 30"	25° 59' 00"
		15	98° 00' 00"	25° 59' 00"
		16	98° 00' 00"	26° 00' 00"
		17	98° 00' 30"	26° 00' 00"
		18	98° 00' 30"	26° 01' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	98° 55' 00"	25° 42' 00"
		2	98° 55' 00"	25° 41' 30"
		3	98° 54' 00"	25° 41' 30"
		4	98° 54' 00"	25° 40' 30"
		5	98° 53' 30"	25° 40' 30"
		6	98° 53' 30"	25° 39' 00"
	San Bernardo	7	98° 53' 00"	25° 39' 00"
		8	98° 53' 00"	25° 38' 30"
21		9	98° 53' 30"	25° 38' 30"
21		10	98° 53' 30"	25° 37' 30"
		11	98° 54' 00"	25° 37' 30"
		12	98° 54' 00"	25° 37' 00"
		13	98° 55' 00"	25° 37' 00"
		14	98° 55' 00"	25° 38' 30"
		15	98° 55' 30"	25° 38' 30"
		16	98° 55' 30"	25° 39' 30"
		17	98° 56' 00"	25° 39' 30"
		18	98° 56' 00"	25° 42' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	93° 06' 30"	17° 32' 30"
		2	93° 07' 00"	17° 32' 30"
22	Secadero 3 4 5 6 7 8	3	93° 07' 00"	17° 33' 30"
		4	93° 07' 30"	17° 33' 30"
		5	93° 07' 30"	17° 34' 30"
		6	93° 08' 00"	17° 34' 30"
		7	93° 08' 00"	17° 35' 30"
		8	93° 06' 30"	17° 35' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
	Tajón	1	93° 16' 00"	18° 24' 30"
22		2	93° 15' 30"	18° 24' 30"
23		3	93° 15' 30"	18° 24' 00"
		4	93° 16' 00"	18° 24' 00"



5	93° 16' 00"	18° 23' 30"
6	93° 17' 00"	18° 23' 30"
7	93° 17' 00"	18° 24' 00"
8	93° 17' 30"	18° 24' 00"
9	93° 17' 30"	18° 24' 30"
10	93° 18' 00"	18° 24' 30"
11	93° 18' 00"	18° 25' 00"
12	93° 18' 30"	18° 25' 00"
13	93° 18' 30"	18° 27' 00"
14	93° 18' 00"	18° 27' 00"
15	93° 18' 00"	18° 27' 30"
16	93° 16' 00"	18° 27' 30"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
	24 Tecolutla	1	97° 00' 00"	20° 26' 30"
		2	97° 01' 00"	20° 26' 30"
		3	97° 01' 00"	20° 27' 00"
24		4	97° 01' 30"	20° 27' 00"
24		5	97° 01' 30"	20° 27' 30"
		6	97° 02' 00"	20° 27' 30"
	7	97° 02' 00"	20° 28' 00"	
		8	97° 00' 00"	20° 28' 00"

Contractual Area	Field/Zone	Vertex	West (Length)	North (Latitude)
		1	93° 11' 30"	17° 40' 30"
		2	93° 11' 00"	17° 40' 30"
		3	93° 11' 00"	17° 39' 00"
		4	93° 10' 30"	17° 39' 00"
		5	93° 10' 30"	17° 37' 30"
	25 Topén	6	93° 12' 00"	17° 37' 30"
		7	93° 12' 00"	17° 38' 00"
25		8	93° 12' 30"	17° 38' 00"
25		9	93° 12' 30"	17° 39' 00"
		10	93° 13' 00"	17° 39' 00"
		11	93° 13' 00"	17° 40' 00"
		12	93° 13' 30"	17° 40' 00"
		13	93° 13' 30"	17° 41' 00"
		14	93° 13' 00"	17° 41' 00"
		15	93° 13' 00"	17° 41' 30"
		16	93° 11' 30"	17° 41' 30"



#### SECTION V. MINIMUM WORK PROGRAM

According to Attachment 6 of the Agreement, Work Units are presented in the following table:

# Minimum Work Program per Contractual Area

Contrac	Field	Work Units
tual Area	rieid	(number)
1	Barcodón	4,700
2	Benavides	4,600
3	Calibrador	4,600
4	Calicanto	4,600
5	Carretas	4,600
6	Catedral	4,600
7	Cuichapa-Poniente	4,800
8	Duna	4,600
9	Fortuna Nacional	4,600
10	La Laja	4,600
11	Malva	4,700
12	Mareógrafo	4,600
13	Mayacaste	8,700
14	Moloacán	5,000
15	Mundo Nuevo	4,600
16	Paraíso	8,700
17	Paso de Oro	4,600
18	Peña Blanca	4,600
19	Pontón	4,600
20	Ricos	4,600
21	San Bernardo	4,600
22	Secadero	4,600
23	Tajón	4,600
24	Tecolutla	4,600
25	Topén	4,600

In order to credit a Work Unit for its Minimum Work Program, the following conversion table shall be used:

Activity	Unit	Work Units (number)
Well	Per well	4,000
Study of core	Single	25
Test for pressure, volume and temperature (PVT)	Single	10
Analysis of formation water	Single	10
Updated static model	Single	300
Updated dynamic model	Single	300
Acquisition, processing and seismic interpretation 3D	Per km <sup>2</sup>	20

The Compliance Warranties of the Minimum Work Program, including the Increase in the Minimum Program, shall be determined using the reference value per Work Unit defined in the following table, taking as a basis the oil price applicable at the moment of the awarding of the Agreement.

## Reference value per Work Unit

Crude oil price	Value of 1 (one) Work Unit
Brent	(Dollars)
(Dollars per barrel)	
Less than 45	767
Between 45 and 50	796
Between 50 and 55	852
Between 55 and 60	905
Between 60 and 65	954
Between 65 and 70	1,000
Between 70 and 75	1,044
Between 75 and 80	1,086
Between 80 and 85	1,127
Between 85 and 90	1,165
Between 90 and 95	1,203
Between 95 and 100	1,239
Between 100 and 105	1,274
Between 105 and 110	1,308
Greater than 110	1,341



#### **SECTION VI** AGREEMENT

The Agreement is according to the following Contractual Area:



### **SECTION VII. FORMATS**

#### **CNH 1 FORMAT** APPLIANCE TO DATA ROOM INFORMATION ACCESS

#### [Company letterhead]

|--|

#### NATIONAL HYDROCARBONS COMMISSION

Hereby I refer to the Conditions of Bidding number CNH-R01-L03/2015 for the awarding of License Agreements for the Hydrocarbons Extraction in Terrestrial Contractual Areas – Third Invitation to Bidding, pursuant to Invitation to Bidding number CNH-R01- C03/2015, published by National Hydrocarbons Commission at the Federal Official Gazette (FOG) on May 12, 2015.

On behalf of and in representation of [Name of the Company] I formally request to be authorized to access to Data Room Information of Terrestrial – Third Invitation to Bidding, for which I protest under oath that:

- I. My client undertakes the responsibility to make the payment requested on the Conditions for access to information of Data Room.
- II. My client is a Company duly incorporated under the [country of origin] laws, its company name is [legal name of the Company]. Its legal purpose is [the legal purpose shall clearly establish that this is a Company which participates in hydrocarbons exploration and/or extraction activities or that this is a Company that participates as financing partner in such activities]. In compliance with the provisions of the Conditions, the Attachment 1 is appended hereto, indicated in numeral 6.1, paragraph 1), subparagraph a), Section III of the



Conditions, through which the legal constitution of my client is confirmed.

III.	I have full powers to represent and bind [legal name of the Company] in terms of
	this application and with respect to the content of this document and any
	of the attachments that are part of it. In compliance with provisions of the
	Conditions, the Attachment 1 is appended hereto, indicated in numeral 6.1,
	paragraph 1), subparagraph b), Section III of the Conditions, through which my
	powers as legal representative are confirmed; without those powers have been
	amended up to date, consequently they are still in force.

IV.	The address of my client to hear and receive all kind of notices is [],	the
	email address expressed to receive the letters referred to in the Conditions is [	]
	and the telephone number at which I can be found is [].	

- V. [In the case of those Companies that do not make hydrocarbon exploration and/or extraction activities, this section shall be included according to numeral 6.1, Section III of the Conditions] My client expresses its intention of participate in the Bidding as financing partner of Companies working in hydrocarbon exploration and/or extraction activities.
- VI. My client knows that the information which it will access, is confidential information from the Terrestrial Data Room Third Invitation to Bidding, and that by paying the use of the access to the information, my client does not acquire any right of ownership. Consequently, my client commits itself to (i) maintain confidentiality of the information to which it has access through hard disk containing the Data Room information and, where appropriate, the information provided to my client by Awarding Party; (ii) use such information only to prepare its Proposal, and (iii) in the case the company does not obtain the awarding of any Agreement, destroy all information of the Data Room that the



company possess, or the information that does not belong to the Contractual Area from which the company has been awarded an Agreement, where appropriate. In compliance with the provisions of the Conditions, the **Attachment 3** is appended hereto, indicated in numeral 6.1, paragraph 1), subparagraph c), Section III of the Conditions, through which my client commits itself to the provisions herein.

VII. Acknowledges that the Awarding Party reserves the right to establish mechanism to follow the trail of the information contained in the data package of hard disk.

VIII. The Awarding Party is authorized to carry out all actions arising in connection to documents and information that my client deliver as attachment hereto, including any type of verification or investigation required to verify that documents delivered as per requirements established in the Conditions are truthful.

IX. I authorize [name of the person of the Company who is going to pick up the disk] to pick up the disk containing the information of the Data Room Terrestrial—
Third Invitation to Bidding, at the place and on the date established for that effect by the Awarding Party. Such person shall fully identify himself/herself.

Sworn to as necessary.
Respectfully,
Name]:
Legal Representative
Company]:



**CNH 2 FORMAT** 

NON-DISCLOSURE AGREEMENT.

[Company letterhead]

NATIONAL HYDROCARBONS COMMISSION

Hereby I refer to the Conditions of Bidding number CNH-R01-L03/2015 for the awarding of License Agreements for Hydrocarbons Extraction in Terrestrial Contractual Areas – Third Invitation to Bidding, according to Bidding number CNH-R01- C03/2015, published by the National Hydrocarbons Commission at the Federal Official Gazette on May 12, 2015.

In compliance with the requirement stablished in the Conditions, this Non-Disclosure Agreement is signed through which [Name of the Company] commits itself, before the Awarding Party, to: maintain confidentiality of the information of Data Room; Based on the foregoing, the following statements are made:

- **I.** My client is a Company legally constituted under the [country of origin] laws.
- II. Its legal purpose is [the legal purpose shall stablish clearly that this is a Company which participates in hydrocarbons exploration and/or extraction activities or that this is a Company that participates as financing partner in such activities].
- III. I have full powers to represent and bind [legal name of the Company] in terms of this agreement.

Based on the foregoing, [Name of the Company] states before the Awarding Party the following:





**FIRST.** My client acknowledges that all information of the Data Room Terrestrial— Third Invitation to Bidding or that information related to it is deemed confidential information ("Confidential Information").

**SECOND.** My client accepts that Confidential Information is and shall still being Mexican State's property, consequently, in no moment it should be understood that the property rights on the information are transferred through the authorization to information access, whatever the format is. As a result of the foregoing, the Awarding Party shall have at any moment, the right to request a devolution or destruction of Confidential Information.

The payment for accessing to Confidential Information does not grant to my client any right, license, patent, brand, copyrights or secret originated from Confidential Information, nor trading rights on information, hence my client commits itself to not using the Confidential Information, under no circumstances, for purposes different from those stated in the following Clause. This circumstance expressly prevents my client from marketing the Confidential Information either directly or indirectly through interpretation or processing of such information.

**THIRD.** Confidential Information could not be directly or indirectly marketed, revealed, disclosed, published, shown, made public, transmitted, written or spread totally or partially by any means and under any circumstances to any third party without express and written consent of The Awarding Party.

Notwithstanding the aforementioned, my client shall have the right to reveal the Confidential Information or any of its officers, directors, employees, agents and consultants who need to know such Confidential Information in order to evaluate the oil potential contained in Confidential Information and eventually present its Proposals at the Bidding, as long as such officers, directors, employees, agents and consultants had



agreed to comply with restrictions for the use of Confidential Information accepted by my client through this agreement, being my client who takes the responsibility for

itself and for the people to whom he/she give the aforementioned information.

FOURTH. By virtue of my client knows the extend and importance of

Confidential Information, and acknowledges that the damages caused by the disclosure

of Confidential Information can be serious, my client commits itself to be criminally

responsible and offer a civil compensation to the Awarding Party for any damage

arising from the failure to fulfill this non-disclosure agreement, regardless of the other

legal actions which may be appropriate.

**FIFTH.** My client commits itself to destroy the Confidential Information and

any copy generated from the same in a period of 30 (thirty) calendar days following the

appliance issued for this purpose by Awarding Party in case of failure to fulfill the

obligations of this non-disclosure agreement.

**SIXTH.** Notwithstanding the Confidential Information had been destroyed it

shall remain confidential for a period of twelve years as of the signature date of this

agreement.

**SEVENTH.** It will be considered that there is no obligation regarding to

Confidential Information when:

a) It has been obtained by means different from the failure to fulfill the terms of

this agreement;

b) It has been available for my client or its representatives prior to the entering into

this non-disclosure agreement, or

c) It has been obtained in an independent way from a third party who has not

forbidden by law the disclosure of the information.



EIGHTH. If my client is required by law or court to disclose or supply in any way or by any means, all or a part of the Confidential Information, my client shall immediately notify in writing to the Awarding Party, sending the copy of the document or notice, if any, where this request is documented, as well as a list of all data and records known about the request so that the Awarding Party may get some kind of protection provisions, caution or exemption, including but not limited to a legal proceeding. For this, my client shall collaborate with the Awarding Party. In case my client does not get any kind of protection provisions, caution or exemption, he/she only shall deliver the part of Confidential Information required to he/she by law. In such case, my client shall try diligently and through all lawful means that the Confidential Information disclosed is considered as confidential by the authority requiring such information.

**NINTH.** This non-confidential agreement is governed and interpreted according to the United Mexican States laws. Any controversy or claim arising from or related to this document shall be subject to the exclusive powers of the Federal Courts of Mexico City, Federal District. Additionally, my client waives to any other jurisdiction or privilege that may correspond as a result of its current or future address or for any other reason.

	Mexico, Federal District on	, 20
Sworn to as necessary.		
[Name]:		
Legal Repr	esentative	
[Company]:		



# **CNH 3 FORMAT** EVIDENCE OF DOCUMENTS SUBMITTED FOR PRE-QUALIFICATION

BIDDING	CNH-R01-03/2015
COMPANY:	

ORIGIN OF FINANCIAL RESOURCES					
Attachment	Document	Requirements of the Conditions	Folios		
[Code AD] – PRF / [No. of		Articles of Incorporation;			
bookmark]					
[Code AD] – PRF /[No. of		Taxpayer Identification Number or Tax			
bookmark]		Identification Number			
[Code AD] – PRF /[No. of		Corporate Governance Structure;			
bookmark]					
[Code AD] – PRF /[No. of		State if it is part of any corporate or trading group,			
bookmark]		stipulating for that purpose the corporate or company			
		name of the corporations that are part of the group, as			
		well as the address, nationality and legal purpose of any			
		of the corporations;			
[Code AD] – PRF /[No. of		Organization chart with names and last names of the			
bookmark]		main managers up to the second hierarchical level,			
		including Taxpayer Identification Number,			



	Unique Population Registration Code, and date of birth;
[Code AD] – PRF /[No. of bookmark]	Identification data of legal representatives, including Taxpayer Identification Number, Tax Identification Number and date of birth;
[Code AD] – PRF /[No. of bookmark]	Complete name and percentage of the capital stock of any partner or shareholder; of shareholding, including Taxpayer Identification Number, Unique Population Registration Code or date of birth of any partner or shareholder. In the case of foreigners, the date of bird or Tax Identification Number or equivalent shall be indicated, except for legal entities quoted on the stock exchange;
[Code AD] – PRF /[No. of bookmark]	Information regarding to Companies that exercise Control or have significant influence;
[Code AD] – PRF /[No. of bookmark]	Declaration under oath that its partners or shareholders, and its main managers have not been convicted for criminal offense;
[Code AD] – PRF /[No. of bookmark]	Information about any funding source to which it would or shall have access: bank, government, in stock or any other mean through it shall face the responsibilities of Agreement, in case of awarding of agreement;
[Code AD] – PRF /[No. of bookmark]	Tax declaration and financial statements of the last 2 years, and

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[Code AD] – PRF /[No. of bookmark]	ENCE AND TECHNIC	In case of vehicles for specific purposes, specify their legal, corporative and business structure, indicating who has the Control or significant influence, as well as to present the tax declarations and financial statements audited of the last 2 years from who was part of them.  CAL SKILLS AND OF EXECUTION	
Attachment	Description	Requirements of the Conditions	Folios
[Code AD] – PECTE /[No. of bookmark]		Curricular personnel records, stating the minimum experience of 10 years in management or operating positions in terrestrial or marine exploration and extraction projects, and that have completed at least the following activities together: management of exploration projects and/or extraction or its analogue; the design and implementation of plans for exploration and/or extraction or its analogue, and the approval of budgets for investment and expenditures for hydrocarbons exploration and/or extraction projects.  At least three curricular records shall be presented under Format CNH-12, adding a simple copy of the official identification for each person proposed and specifying the name of the companies in which personnel have worked, as well as	



	Attached to curricular records, a statement of the legal representative under oath must be presented, indicating that the information showed in each curricular record is truthful. Such statement must take place before a Mexican public notary, or when using a foreign notary, it must be duly legalized before a consul or apostilled. These original documents must be submitted.	
[Code AD] – PECTE /[No. of bookmark]	It must be demonstrated that a) the Company, or b) the proposed personnel, has experience in the implementation and operation of industrial safety and environmental protection management systems in the past five years.	
	a) For the Company: Submit written document to describe the experience in any industrial safety management system, operational safety, and environmental protection in facilities or extraction projects that have been implemented over the past five years.	
	Additionally, the technical certifications, audits, inspections or verdicts shall be attached to documents such as those mentioned including but not limited to	

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: OHSAS 18001 (for safety in general and which considers external certification) and ISO 14001 (for environment in general and considers external certification) or, where applicable, opinion issued in 2015 by a specialized international company, indicating that it comes to terms to international practices for operations in terrestrial and marine exploration and extraction projects.

These documents shall be presented in original format or certified copy by a Mexican Notary Public or when using a foreign notary, it must be duly legalized before a consul or apostilled.

b) For personnel proposed: At least one curricular record of personnel attesting experience during the past five years in implementing and operating industrial safety and environmental protection management systems in terrestrial or marine exploration and/or extraction projects or facilities.

Each curricular record shall be submitted under Format CNH-13, attaching a copy of an official ID for each person proposed and specifying the name of the companies in which



1	personnel l	nave work	ed, as	well	as	the in	dustrial
5	safety and	environm	ental	protec	ction	mana	gement
5	systems in	terrestrial	or m	arine	explo	oration	and/or
6	extraction	projects	or	facili	ties	succ	essfully
j	mplemente	d.					

Attached to curricular records, a statement of the legal representative under oath must be presented, indicating that the information showed in each curricular record is truthful. Such statement must take place before a Mexican public notary, or when using a foreign notary, it must be duly legalized by a consul or apostilled. These documents shall be presented in original form.

FINANCIAL CAPACITY					
Attachment	Description	Requirements of the Conditions	Folios		
[Code AD] – PCF /[No. of		1) It shall present a capital stock of at least:			
bookmark]		a) 5 million dollars per each Type 1 Area which is			
		going to present a proposal, and if applicable			
		b) 200 million dollars per each Type 2 Area which is			
		going to present a proposal.			
		(a) Should they go public or issue assets, they shall			
		present an annual report as well as 10-K or 20-F			
		formats recorded before the Securities and			
		Exchange Commission, or any other equivalent			
		form recorded before equivalent institutions where			

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	capital stock recorded is credited (if 10- K or 20-F formats have the information of annual reports, the presentation of such formats shall be sufficient); or  (b) Present financial statements, certified by an independent firm of expert auditors certified or registered for carrying out such activities under the laws of the country of origin. The financial statements must support capital stock Should the Bidder present the audited financial statements, then it shall provide the official electronic mail address of the auditor, so he can confirm the documents presented.	
	Additional Criteria in Case of a Consortium.	
[Code AD] – PCF-C /[No. of bookmark]	Shareholder's Equity added of at least 3 million dollars per area Type 1 and, as appropriate, 120 million dollars per area Type 2 for Operator.  (a) Should they go public or issue assets, they shall present an annual report as well as 10-K or 20-F formats recorded before the Securities and Exchange Commission, or any other equivalent form recorded before equivalent institutions where capital stock recorded is credited (if 10- K or 20-F formats have the information of annual reports, the presentation of such formats shall be sufficient); or	



		(b) Present financial statements, certified by an independent firm of expert auditors certified or registered for carrying out such activities under the laws of the country of origin. The financial statements must support capital stock recorded. Should the Bidder present the audited financial statements, then it shall provide the official electronic mail address of the auditor, so he can confirm the documents presented.	
[Code AD] – PCF-C /[No. of bookmark]		CNH-4 FORMAT Joint Proposal Private Agreement	
OOOKIIIGIK	REQUIREMENTS OF	F LEGAL DOCUMENTATION	
Attachment	Description	Requirements of the Conditions	Folios
[Code AD] – PRDL /[No. of bookmark]		Document or certified copy of the public instrument containing articles of incorporation or notarized copy of by-laws, indicating name, number, and district of the public notary who conferred it and, in this case, notarized the aforementioned documents, as well as registration data in the Public Registry of Property and Commerce.  In case of foreign companies, the equivalent original documents related to the above mentioned or certified copy shall be submitted, with the consular legalization or the corresponding apostille, in the terms of La Haye du 5 Octobre 1961, as applicable;	
[Code AD] – PRDL /[No. of bookmark]		Copy of an official ID of the legal representative of the Interested Party. For Mexicans, voter's registration	



	card with photograph, passport, or professional license shall be accepted, and in the case of foreigners, only the passport will be accepted, or the document which proves their legal stay in Mexico, issued by the National Migration Institute;	
[Code AD] – PRDL /[No. of bookmark]	Document or certified copy of the public instrument containing the general power of attorney for the legal representative of the Interested Party, for acts of administration or special power of attorney to participate in the Bidding and to bind the party they represent, conferred by a public notary, indicating his name, number, and district and, in this case, registered in his protocol the aforementioned documents, as well as registration data in the Public Registry of Property and Commerce.  In the case of foreign companies, the equivalent documents related to the above mentioned shall be submitted, entitling the legal representative to act on behalf of the Interested Party in the Bidding; such original documents shall be submitted, with the notarization of a Mexican public notary, in accordance with Applicable Rules. in original format	
[Code AD] – PRDL /[No. of bookmark]	CNH-5 FORMAT Declaration of not having been disqualified.	
[Code AD] – PRDL /[No. of bookmark]	CNH-6 FORMAT Protest of knowledge and acceptance of Applicable Rules, requirements and	

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[Code AD] – PRDL /[No. of bookmark]	terms stablished on the Conditions and the documents that are part of it.  CNH-7 FORMAT Confidential Documentation		
[Code AD] – PRDL /[No. of bookmark]	CNH-4 FORMAT Private Agreement on Joint Proposal.		
[Code AD] – PRDL /[No. of bookmark]	CNH-10 FORMAT Statement under oath.		
[Code AD] – PRDL /[No. bookmark]	Statement under oath from the legal representative, indicating the average production of oil, natural gas, or condensate that the party he represents had in 2014. Such statement must take place before a Mexican or foreign public notary, and must be duly legalized before a consul, or apostilled; in both cases the original documents must be submitted.		
[Code AD] – PRDL /[No. of bookmark]	To relate, where appropriate, all information that proves the relationship as Affiliated, marking the requirements recognized through the Affiliated and specifying the Affiliated used for such purpose.		
Bid Committee Remarks			



# I SUBMIT THE DOCUMENTS FOR PRE-QUALIFICATION

Name of the Interested Party

Name and signature of the legal representative

#### REVIEWED DOCUMENTATION

BY THE BID COMMITTEE

The personal data collected in this bidding procedure shall be protected according to the *ley Federal de Transparencia y Acceso a la Información Pública Gubernamental* (Federal Transparency and Access to Public Government Information Law), its Regulations and Guidelines of Personal Data Protection published at the Federal Official Gazette on September 30, 2005. The use of the personal data shall be for the purposes stablished in the Conditions and Applicable Rules.

#### CNH 4 FORMAT JOINT PROPOSAL PRIVATE AGREEMENT

JOINT PROPOSAL PRIVATI	E AGREEMENT,	executed b	etween	
, represented	by;			
Represented by	<u>y</u>	repre	esented by	
(to li	st all Companie	es and their	representative)	(the
"Members"), respectively, to p	resent a joint proposa	l in the Conditi	ons of Bidding n	umber
CNH-R01-L03/2015 for the	awarding of Lice	ense Agreeme	nts for Hydroca	rbons
<b>Extraction in Terrestrial</b> according to Invitation to Bi	idding number C	NH-R01-C03/	2015, published	in the
National Hydrocarbons Comm	nission at the Federa	al Official Gaze	ette on May 12, 20	15, in
accordance with the following	statements and clar	uses:		
	STATEMEN			
I. The Company	state	<b>S:</b>		
I.1. That is an incorporated co	ompany under the la	ws of		, and
proves its legal existence with		ranted before _		,
registered in	·			
I.2 That it is located in		·		
I.3. That Mister		, prove	s his legal perso	nality
and right through, s	stating under oath t	hat these rights	s have not been re	voked
nor limited or modified in any	way, up to the date	when this agre	ement is subscribe	ed.

II. The Company	states:
II.1. That is an incorporated company und proves its legal existence with	
registered in	
II.2 That it is located in	<u> </u>
II.3. That Mister	, proves his legal
personality and right through	, declaring under oath
that these rights have not been revoked no	or limited or modified in any way, up to
the date when this agreement is subscribed	1.
III. The Company	states:
III.1. That is an incorporated company und	der the laws of, and
proves its legal existence with	, granted before,
registered in	
III.2 That it is located in	
III.3. That Mister	, proves his legal
personality and right through	, declaring under oath
that these rights have not been revoked no	or limited or modified in any way, up to
the date when this agreement is subscribed	1.

IV.1. That they agree to legalize this agreement with the purpose to jointly	
participate in the terms stated in the Bidding Conditions;	
IV.2. That they point as common address, and	
as common email to hear and receive	and

IV. The Members state:

#### **CLAUSES**

IV.3. That they agree in commit themselves, in accordance with the following:

**FIRT: Objective.** The Members agree to get together with the purpose to present a Joint Proposal in order to participate in the Bidding as Bidder Group.

**SECOND:** Activities and responsibilities of each Company are committed to execute and assume. In the case that Winning Bidder is the Bidder Group; the Members commit themselves to the following:

I	commits	itself to	execute:	(description	of the	obligations	ana
activities the	at it shall co	mply with	).				
II	commits	itself to	execute:	(description	of the	obligations	ana
activities the	at it shall co	mply with	).				
III	commits	s itself to	execute:	: (description	of the	obligations	ana
activities the	at it shall co	mply with	).				

THIRD: Appointment of common legal representative to present the
<b>Bidding</b> . The Members agree that Company,
shall be the common legal representative to present the Proposal. Consequently,
the legal representative of, Mister, shall
have the necessary and sufficient faculty to act before the Awarding Party, in the
name and on behalf of the Members, in all and each acts and stages of the
Bidding, and all arising from it, as well as to sign all kind of documents and
receive all kind of notices, including personal notices, according to provisions in
the power of attorney or public instrument granted for such purposes, this power
of attorney or public instrument is attached to this agreement as SINGLE
ATTACHMENT.
FOURTH: Executer. The Members hereby appoint, subject to the execution
of the Agreement, the Company, as Operator for all
appropriate legal effects.
FIFTH: Percentage of shares. The Members of the Bidder Group establish that
the percentage of shares that shall belong to any member as per Agreement will be
as follows:
I%(Name of the Company).
II%:(Name of the Company).
III%(Name of the Company).

Page **109** of **131** 

[The shares of the Operator and for the rest of the members shall

be according to provisions of the Conditions].

**SIXTH:** Joint and Solidary Responsibility. The Members commit themselves jointly and solidary, each other and before the Awarding Party, to face all responsibilities arising from the Bidding, including entering into the corresponding Agreement.

**SEVENTH:** Confidentiality of Information. The Members shall not disclose Confidential Information that they get from the Data Room in Terrestrial Areas – Third Invitation to Bidding, without express authorization by the Awarding Party.

I his Joint Proposal Private Agreement is signed by the Members in								
	_original documents, in the City	of	, on	, 20	_·			
Company:		Legal Representa	 tive					
Company:		Legal Representa	 tive					

### CNH 5 FORMAT DECLARATION OF NOT HAVING BEEN DISQUALIFIED

[Company letterhead]

#### NATIONAL HYDROCARBONS COMMISSION

Hereby I refer to the Conditions of Bidding number CNH-R01-L03/2015 for the awarding of License Agreements for the Hydrocarbons Extraction in Terrestrial Contractual Areas – Third Invitation to Bidding, pursuant to Invitation to Bidding number CNH-R01- C03/2015, published by the National Hydrocarbons Commission at the Federal Official Gazette (FOG) on May 12, 2015

I state under oath that neither my client [where appropriate, the Members of the Consortium], nor its shareholders or Affiliates are under assumptions provided by article 26 section I of Hydrocarbons Law, and they neither are under assumption provided by numeral 4, Section III of the Conditions.

Additionally, if as of the execution date of this document and up to the date provided in the Conditions for the Proposal presentation and opening act, a change regarding the content of this declaration is given; I commit myself to inform this situation to the Awarding Party during the Proposal and presentation act, because if it is not informed, we confirm up to that date the statement herein.

Misrepresentations shall be penalized in terms of the Applicable Rules.						
Sworn to as necessary.						
Respectfully,						
[Name]:						
Legal Representative						
[Company]:						

CNH 6 FORMAT STATEMENT OF KNOWING AND ACCEPTING
THE APPLICABLE RULES, REQUIREMENTS, AND CONDITIONS
SET FORTH IN THE CONDITIONS OF THE BIDDING, AND THE
DOCUMENTS INCLUDED

[Company letterhead]

, on	, 2	20

#### NATIONAL HYDROCARBONS COMMISSION

In compliance of provisions of the Conditions of Bidding number CNH-R01-L03/2015 for the awarding of License Agreements for the Hydrocarbons Extraction in Terrestrial Contractual Areas – Third Invitation to Bidding, pursuant to Invitation to Bidding number CNH-R01-C03/2015, published by the National Hydrocarbons Commission at the Federal Official Gazette (FOG) on May 12, 2015. I declare under oath, the following:

That I know and fully agree the content and requirements stablished in the Applicable Rules, and the requirements and conditions stablished in the Conditions.

Additionally, I authorize the Awarding Party to perform all actions arising from in relation to the documentation and information that my client deliver during Bidding, including any kind of verification or investigation required to prove the truthfulness of documents delivered according to requirements stablished on the Conditions. The aforementioned, as per provisions in article 43 of the

Sworn to as necessary.	
Respectfully,	
[Name]:	
Legal Representative	

<b>CNH 7 FORMAT</b>	CONFIDENTIAL DOCUMENTATI	ON
[C	Company letterhead]	
	, on	, 20
NATIONAL HYDROCARBO	ONS COMMISSION	
	of the Conditions of Bidding number	
L03/2015 for the awarding of	of License Agreements for the Hyd	lrocarbons
<b>Extraction in Terrestrial Co</b>	ontractual Areas – Third Invitation t	o Bidding,
pursuant to the Invitation to	Bidding number CNH-R01-C03/2015	, published
by the National Hydrocarbons	Commission at the Official Federal Gazett	e (FOG) on
May 12, 2015. I declare that, u	under provisions in articles 18, section I	and 19 of
the Federal Transparency and A	Access to Public Government Information	on Law, the
information and documents list	ted below were delivered as confidentia	1.
1.		
2.		
The misrepresentations shall be	penalized in terms of the Applicable Rul	es.
Sworn to as necessary.		
Respectfully,		
[Name]:		
Legal Represents	ative	

[Company]: \_\_\_\_\_

#### CNH 8 FORMAT SERIOUSNESS WARRANTY, STANDBY LETTER OF CREDIT

#### [LETTERHEAD OF ISSUING BANK]

Issuing date
Complete name and address

Confirming Bank Complete name and address

Due date:

(Day, Month and Year)

National Hydrocarbons

Commission

Av. Insurgentes Sur 1228,

Piso 11 Colonia

Tlacoquemécatl del Valle

Delegación Benito Juárez. C.P. 03200 Mexico, Federal District

Standby letter of credit No. XXXXXX

Dear Sirs:

By request of our client(s), [write the name of the Bidder(s) who will present the Bid] (the "Bidder") and according to instructions of the Bidder(s), the subscriber issuing bank (the "Issuing Bank") stablishes through this irrevocable standby letter of credit (the "Letter of Credit") the amount of [USD\$65,000.00 (Sixty-five thousand dollars 00/100 Cy) for Areas Type 1] or [USD\$200,000.00 (Two hundred dollars 00/100 Cy) for areas Type 2] (the "Guaranteed Amount") in favor of National Hydrocarbons Commission ("CNH"), warranting the responsibilities of Bidder arising from the Bidding Conditions issued according to Invitation to Bidding CNH-R01-C03/2015 published at the Federal Official Gazette on May 12, 2015 (the "Bidding Conditions"), for the granting of an Agreement for the Extraction under the system of License for the Contractual Area\_

(the "Agreement").

Subject to any other provision included in this Letter of Credit, the CNH can request to Issuing Bank the total payment of the Letter of Credit, through the submission of a writing Payment Request signed by an authorized representative, specifying the amount of the requested payment and indicating that Bidder has failed to fulfill with its responsibilities originated from the Bidding Conditions (the "Payment Request").

The Issuing Bank agrees that the Payment Request made by the CNH under this Letter of Credit, shall be respected by Issuing Bank, and commits itself to pay at the first demand the Guaranteed Amount, upon delivery of the Payment Request, as long as (i) the form of Payment Request and its submission are according to

provisions on previous paragraph, and (ii) that Payment Request is made before the Due Date (as such term is defined below).

The Payment Request has to be submitted in working hours and days in which Issuing Bank is open to the in Mexico City. If the CNH presents the Payment Request before 11 hours (Mexico City's time), the Issuing Bank commits itself to provide to CNH the corresponding funds at the latest 16 hours (Mexico City's time) of the next working day of the day in which the Payment Request has been submitted. If the CNH presents a Payment Request after 11 hours (Mexico City's time), the Issuing Bank commits itself to provide to CNH the corresponding funds at the latest 14 hours (Mexico City's time) of the second working day of the day in which the Payment Request has been submitted. The Issuing Bank shall do all payments under this Letter of Credit with its own funds. If the Payment Request does not fulfill with any of the requirements stated in this Letter of Credit, the Issuing Bank notify to CNH through writing notice according to the aforementioned and stablished schedules. This notice shall mention the reason why the Issuing Bank considers that the Payment Request was not applicable. The CNH can resubmit one or many new Payment Requests according to provisions of this Letter of Credit. All payments that the Issuing Bank makes to the CNH under this Letter of Credit will be through electronic funds transfer to bank account in Mexico City specified by the CNH in the Payment Request.

This Letter of Credit shall due in the first date that has place among the following (the "Due Date"): (i) the date when the CNH notifies in writing to Issuing Bank about the entering into the corresponding agreement, (ii) the date when the total payment of the Guaranteed Amount is done or (iii) [write the date sixty (60) days after the Proposal submission]. The CNH cannot submit to Issuing Bank any Payment Request, and the Issuing Bank shall not be committed to do any payment under this Letter of Credit, once this Letter of Credit has expired.

**SEPTEMBER 15 2015** 

The rights that this Letter of Credit grants to the CNH are not transferrable, except

in the case these rights are transferred to Federal Government of the United

Mexican States.

All charges of the Issuing Bank related to the issuing to and compliance with this

Letter of Credit (including, without limitation to negotiation, time extension or

transfer) shall be at Bidder's expense, and under no circumstance, will be charged

from the Issuing Bank to CNH.

This Standby Letter of Credit is subject to International Practices in terms of

Letters of Credit – ISP98, publication ICC 590 as long as there is no challenge

with ISP98. This Letter of Credit shall be regulated and interpreted by Federal

Laws of United Mexican States. Any dispute arising from this Letter of Credit

shall be solved only and exclusively at the appropriate Federal Courts of the

United Mexican States in the Mexico City, Federal District.

Sincerely,

**Issuing Bank** 

\_\_\_\_

Proxy of the Issuing Bank



#### Payment Request

Date: (Filing date)
Issuing bank (Name and address)
Ref. Standby Letter of Credit No
National Hydrocarbons Commission, beneficiary of the standby letter of credit hereb states that:
(Name or company name of bidder) failed to comply with numeral [], Article [ of Conditions which results in CNH being entitled to draw upon this Standby Letter C Credit.
Due to the aforementioned, you shall pay the amount of [USD\$65,000.00 (Sixty-Fiv Thousand Dollars 00/100 Cy) for Type 1 Areas] or [USD\$200,000.00 (Two hundre thousand dollars 00/100 Cy) for Type 2 Areas] to the following bank account number (Account number) of (Name of the bank) in the name of
Please reference this standby letter of credit in each payment.
Full name, title and signature of authorized official Email
Telephone number



#### **CNH 9 FORMAT** ECONOMIC PROPOSAL

#### [Company Letterhead]

Bidding:	Date:
CNH-R01-L03/2015	

A.	Name of Bidder	(Name	of the	Individual	bidder	or	names	of the	? consor	tium
те	embers):									

#### **B.** Contractual Area:

#### C. Economic proposal

- 1. Additional Royalty value
- 2. Percentage increase in the Minimum Work Program established for the Contractual Area

#### D. I state under oath that:

- 1. My client(s) agree(s) with each and every provision of the final version of the Agreement published on the Website on the date set forth in the Schedule.
- 2. No enquiry, communication, contract, settlement, combination or agreement has been made with any other Bidder in relation to:
  - Methods, factors or formulas used to calculate percentages,
     costs, prices and other elements for preparing its proposal;
  - o The intention or decision of presenting one or more Proposals; or,
  - Presenting one or more Proposals which do not meet the specifications of this process.

In this regard, the terms of the Proposals attached have not been and shall not be disclosed by my client [in this case, the Consortium members], nor its



shareholders or subsidiaries, to another Bidder, directly or indirectly, with the purpose of handling, setting, or concentrating Proposals.

3. Likewise, I state that the Economic Proposal has been developed and submitted independently and without the participation of any other Bidder.

The misrepresentations shall be penalized in terms of the Applicable Rules, as being a statement to an authority different from the judicial.

Name and Signature of Legal Representative



[Company]: \_\_\_\_\_

#### ROUND 1 | TERRESTRIAL - THIRD INVITATION TO BIDDING **BIDDING CONDITIONS CNH-R01-L03/2015 SEPTEMBER 15 2015**

#### CNH<sub>1</sub>

CNH 10 FORMAT STATEMENT UNDER OATH  [Company Letterhead]
NATIONAL HYDROCARBONS COMMISSION
Hereby I refer to the Conditions of Bidding number CNH-R01-L03/2015 for the awarding of License Agreements for the Hydrocarbons Extraction in Terrestrial Contractual Areas – Third Invitation to Bidding, pursuant to Invitation to Bidding number CNH-R01- C03/2015, published by the National Hydrocarbons Commission at the Federal Official Gazette (FOG) on May 12 <sup>th</sup> , 201. I state under oath:
That each and every requirement established in numeral remains the same terms and without any modifications to date, as submitted by my client in bidding [CNH-R01-L01/2014 related to the awarding of Joint Production Agreements for the Exploration and Extraction of Hydrocarbons in Shallow Waters-First Invitation to Bidding or bidding [CNH-R01- L02/2015 related to the awarding of Joint Production Agreements for the Extraction of Hydrocarbons in Shallow Waters- Second Invitation to Bidding].
The misrepresentations shall be penalized in terms of the Applicable Rules.
I state under oath.
Sincerely,
[Name]:
Legal Representative



#### CNH 11 FORMAT CASH PAYMENT FOR A TIED ECONOMIC PROPOSAL

#### [Company Letterhead]

	Bidding:	Date:	Contractual Area:	
	CNH-R01-L02/2015			
		ı		1
For	and on behalf of	Bidder	[Indivi	dual or
Cons	ortium] I hereby offe	er and uncondition	nally agree to pay to Fondo Mexi	cano del
Petró	ileo para la Estabili	zación y el Desa	urrollo [Mexican Oil Fund for Sta	bilization
and	Development] withi	n the effective	date of the Contract, the an	nount of
\$			[print the amount	including
cents	dollars, by check or	bank transfer to	the bank account specified by the	awarding
party	in cash payment for	a tied economic	proposal as stablished in numera	1 16.4 of
Section	on III of the Conditior	ıs.		
	Name and	Signature of Les	gal Representative	



#### CNH 12 FORMAT

#### PROPOSED PERSONNEL – TECHNICAL EXPERIENCE

#### [Company Letterhead]

# [Fill out the following form for each person, in 'Experience', the experience of each person and the years of experience on each section crossed out with an 'X' shall be noted]

Name:	Experience:	Years of Experience:
	Select the category or categories in	
Signature:	regard to which you wish to credit your	
	experience	
	Project management of exploration and/or extraction projects or a similar position	
	extraction projects of a similar position	
	Design and execution of exploration	
	and/or extraction plans or its similar	
	Approval of budgets related to project investment and expenditures for the exploration and/or extraction of hydrocarbons	
		Period in which the
Position held and	Position description, activities and	position was held
company name	duties	[Commencement
		year and
		Termination year]
1.		



2.	
3.	
4.	
5.	

Attach a non-certified copy of an official ID for each curricular record.



CNH 13 FORMAT PROPOSED PERSONNEL –
EXPERIENCE ON IMPLEMENTING AND OPERATING
INDUSTRIAL SAFETY AND ENVIRONMENTAL
PROTECTION MANAGEMENT SYSTEMS

#### [Company Letterhead]

[Fill out the following form for each person, in 'Experience', the experience of each person and the years of experience on each section crossed out with an 'X' should be noted]

Name:		Type of Experience	Years of Experience:
Signature:			
Name of the implemented management system and the name of company in which it was implemented	Position held	Position description, activities and duties	Period in which the position was held [Commencement year and Termination year]
was implemented			
1.			
2.			
3.			
4.			
5.			

Attach a non-certified copy of an official ID for each curricular record.