**INSTRUCTION TO BIDDERS**

The Instruction To Bidders (hereinafter referred to as the ITB) is an integral part of the Tender Documentation.

1. The Bidder shall bear all costs in relation to the preparation and submittal of their Bid.
2. [Name of an Overseas Entity of LUKOIL Group] (hereinafter referred to as the Tender Owner) is neither responsible nor liable for the expenditures specified in item 2 regardless of the tender essence/form and outcome.
3. The Tender Owner may transfer the right to sign a contract with the preferred bidder to another Overseas Entity of LUKOIL Group [Name of an Overseas Entity of LUKOIL Group] (hereinafter referred to as the Customer).
4. The Tender Owner provides the Bidder with this ITB and other components of the Tender Documentation required for bid preparation according to the requirements and conditions of the Tender Documentation.
5. The Bidder undertakes to treat the information of the Tender Documentation as confidential and to avoid disclosure to any third parties. The correspondence on the tender issues is recognized as confidential, too.
6. The Tender Owner proceeds on the basis that the Bidder must read all conditions and requirements of the Tender Documentation provided to this effect. The Bid must fully meet the above requirements. If the Bid fails to meet the requirements of the Tender Documentation, then it will not be accepted for tender. The Bidder may request LIS B.V. to explain provisions of the Tender Documentation as per Form 11 in Appendix 3 to the ITB. Correspondence exchange may be performed both by e-mail (scanned original letter) and by registered mail. The postal address of the Tender Owner is given in Section IV, Appendix 2 to the ITB.
7. The Tender Owner must reply to any formal request of the Bidder incoming no later than ten (10) calendar days before the bid submission deadline. At that, a copy of the notice with answers to the questions of general nature for all Bidders is distributed among all Bidders without indicating the Bidder which raised the respective request.
8. The Tender Owner may modify the Tender Documentation before the bid submission deadline and extend the bid submission deadline with a respective written notice to all Bidders.
9. The Bidders must conform to the minimum qualifications set out in Section II, Appendix 2 to the ITB, and other requirements of the Tender Documentation.
10. A consortium's Bid must include the consortium agreement signed by all consortium participants. The consortium agreement shall meet the following requirements:

* describe distribution of functions, responsibilities, scope of work / supplies / services between the consortium participants for executing the Bid;
* define which one of the consortium participants is its leader and is authorized by other participants to sign the Contract awarded as a result of the Tender on behalf of all consortium participants, if this Contract is awarded to the consortium, as well as represent all consortium participants in the future in the course of fulfilling the concluded Contract;
* describe individual and joint responsibility of the consortium participants for the Contract fulfillment;
* all payments under the Contract are made with the leading partner (leader) of the consortium;
* procedures of settlements between the consortium partners when executing the Contract;
* the authority of acting on behalf of the consortium is delegated to the leading partner.

The Tender Owner reserves the right to reject the Bid from any consortium at its sole discretion, if the consortium agreement does not reflect the above provisions.

1. The Bidder at their own expense may visit the facility/site where goods are supposed to be supplied / works performed / services rendered. Requirements to the Bidder for organizing a site visit are listed in Form 13, Appendix 3 to the ITB.
2. The Tender Owner must honor confidentiality of the information in the Bid.
3. Unless otherwise specified by the applicable laws, the Bid is submitted in the English language. If the documents are submitted in two languages, then the English version prevails.
4. The Tender Owner may:

* reject any Bid from tender, when the Bid fails to meet the requirements of the Tender Documentation;
* cancel the tender at any stage, including after the winner selection but before the moment of signing the contract;
* raise requests with the respective governmental and other agencies and organizations, visit the Bidder's facilities, institutions and production sites in order to verify the information which the Bidder stated in their Bid;
* be free from justification of any decision on the tender in front of the Bidders.

1. Mandatory documents in the Bid:

The Bidder must complete their Bid with proofs of their technical potential, qualifications, economic status and financial standing as the documents to confirm their intention to bid for tender and their capability to meet the requirements of the Tender Documentation. The mentioned proofs include documents and information listed in Section VIII, Appendix 2 to the ITB which must be provided by the Bidder in paper and electronic form (requirements to the electronic form: a separate file listing the submitted documents; a separate scan for each document, not a single file for all documents; filenames must be identical to the document names).

1. Requirements to bid submission and format.

The Bid must carry signatures of the Bidder's manager or authorized representative with a respective power of attorney. The Bidder must provide all necessary documents to confirm authority of the signatories. All pages of the Bid's documents including the draft contract must carry initials of the person who signed the Bid.

17.1. The Bid comprises technical and commercial parts.

The technical part comprises the documents which the Bidder prepares according to the requirements of the Tender Documentation including this ITB except for the documents related to the Bid price.

The commercial part comprises the documents related to the Bid price which the Bidder prepares according to the requirements of the Tender Documentation including this ITB.

Where appropriate, certain documents of the Bid's technical and commercial parts may be duplicates, if executed according to this paragraph, for instance: the list of inventories supposed to be procured (specifications) without prices must be part of the Bid's technical part. The same list (specifications) with prices must be part of the Bid's commercial part.

17.2. Alternative technical/commercial offers are not acceptable unless otherwise specified by the Tender Documentation. The Bidders will be disqualified for submission of such offers.

17.3. Bid submission by the Bidder confirms that the Bidder:

* + read and accepted all conditions of the facility/site where the goods are supposed to be supplied / work performed / services rendered;
  + read, understood and fully accepted all conditions and requirements of the Tender Documentation including the draft contract.

17.4. The Bid contents depends of the tender type.

* + 1. Single-stage single-envelope tender
* Envelope 'ORIGINAL Bid' (including the Technical and Commercial parts)
* Envelope 'COPY Bid' (including the Technical and Commercial parts)
* Envelope 'Bid Bond' (if applicable)
  + 1. Single-stage dual-envelope tender
* Envelope 'A ORIGINAL' (Technical Part of the Bid – ORIGINAL)
* Envelope 'A COPY' (Technical Part of the Bid – COPY)
* Envelope 'B ORIGINAL' (Commercial Part of the Bid – ORIGINAL)
* Envelope 'B COPY' (Commercial Part of the Bid – COPY)
* Envelope 'Bid Bond' (if applicable)
  + 1. Dual-stage dual-envelope tender
* Envelope 'A ORIGINAL' (Technical Part of the Bid – ORIGINAL)
* Envelope 'A COPY' (Technical Part of the Bid – COPY)
* Envelope 'Bid Bond'
* Envelope 'B ORIGINAL' (Commercial Part of the Bid – ORIGINAL)
* Envelope 'B COPY' (Commercial Part of the Bid – COPY)

Envelopes 'B' are submitted separately upon receiving a request from the Tender Owner after evaluation of the Technical part of the Bid.

* + 1. The Bid (including all separate sealed envelopes as described above) must be packaged in a single sealed non-transparent envelope without damages, cuts or tears, with folds and seams glued, stamped and taped, and must be marked as follows:

1. To whom: [Name and address of the Tender Owner]
2. Project description [specify project name]
3. Attn: [list recipients as per Section VII, Appendix 2 to the ITB]
4. Tender No.: [specify the Tender number]
5. Subject of Tender: [mention the Tender subject]
6. От: [specify Bidder's name and address]

The Bidder's stamp must be impressed on the outer envelope seams.

* + 1. Inner envelopes must carry the following marks:

1. Кому: [Name and address of the Tender Owner]
2. Project description [specify project name]
3. Attn: [list recipients as per Section VII, Appendix 2 to the ITB]
4. Tender No.: [specify the Tender number]
5. Subject of Tender: [mention the Tender subject]
6. От: [specify Bidder's name and address]
7. Envelope: [specify the envelope label]:

* Envelope 'A ORIGINAL'
* Envelope 'A COPY'
* Envelope 'B ORIGINAL'
* Envelope 'B COPY'
* Envelope 'Bid Bond'

The Bidder's stamp must be impressed on the inner envelope seams.

* + 1. Contents of inner envelopes.

Envelope 'Bid Bond' must contain the ORIGINAL Bid Bond.

Envelope 'A ORIGINAL' must contain documents as per Section VIII, Appendix 2 to the ITB.

Envelope A COPY shall contain copies of documents contained in Envelope A ORIGINAL. The Bidder shall bear full responsibility for the compliance of the documents in Envelope A ORIGINAL to the documents in Envelope A COPY. In case of discrepancy, Envelope 'A ORIGINAL' prevails.

Envelope 'B ORIGINAL' must contain documents as per Section VIII, Appendix 2 to the ITB.

Envelope B COPY shall contain copies of documents contained in Envelope B ORIGINAL. The Bidder is fully responsible for the equivalence of the documents in Envelope 'B ORIGINAL' to the documents in Envelope 'B COPY'. In case of discrepancy, the documents contained in Envelope 'B ORIGINAL' prevail.

* + 1. The documents of the Technical part including the electronic versions must contain NO information on the Bid price. All prices, rates, tariffs, and final amounts of the Bid must be contained in the Commercial Part of the Bid only. The Bidder WILL BE DISQUALIFIED for the failure to meet this requirement.
  1. Requirements to Bid Bond.

The Bidders must provide the Bid Bond in the currency stated in Section VI, Appendix 2 to the ITB.

The Bid Bond must be provided using one of the following methods:

* a bank guarantee as per Form 4, Appendix 3 to the ITB;
* the Bidder's certified cheque to the Tender Owner's name mentioning that this cheque is provided as the Bid Bond under Tender indicating Tender number and subject;
* transfer of the Bid Bond amount from the Bidder's account to the Tender Owner's account indicating the payment purpose as the Bid Bond under Tender indicating Tender number and subject. Submission of the Bid Bond is confirmed by credit to the Tender Owner's bank account and supported by a copy of the payment order with the original stamp of the bank. The Bidders bears any costs related to the issue and return of this Bid Bond.

The Bid Bond must be provided by a bank with the credit score as per Form 4, Appendix 3 to the ITB.

The Bid Bond expiry must be at least thirty (30) calendar days later than expiry of the Bid.

If the Bid Bond is provided as a bank guarantee (Form 4, Appendix 3 to the ITB) or a certified cheque, then the Tender Owner may reject return of the provided originals to the Bidders after the Tender procedures are completed.

* 1. Withholding Bid Bond

The Tender Owner may withhold the Bid Bond for the period of up to thirty (30) calendar days after the Bid expiry in the cases listed in Form 4, Appendix 3 to the ITB.

* 1. Bid Validity

The Bid validity requirement is described in Section VI, Appendix 2 to the ITB. The Tender Owner may request the Bidders to extend validity of their Bids. If the Bidder agrees to extend validity of their Bid, then the Bidder must also extend validity of the Bid Bond as per the ITB.

* 1. Bid submission address and deadline

The Bid must be submitted to the postal address of the Tender Owner given in Section IV, Appendix 2 to the ITB.

The Bid may not be submitted to the Tender Owner via electronic mail. If the Bidder submits their Bid via electronic mail, then the Tender Owner will consider the Bid not received.

The Bid must come to the Tender Owner before the bid submission deadline specified in Section VI, Appendix 2 to the ITB.

* 1. The Bidder may modify or withdraw the Bid after submission by sending a respective written notice to the Tender Owner before the bid submission deadline. The Bid Withdrawal Notice must be accompanied with the original power of attorney issued to the person who signed the withdrawal notice stating their right to withdraw the Bid on behalf of the Bidder.
  2. No changes to the Bid at the Bidder's initiative are allowed after the bid submission deadline.
     1. If all Bidders receive the Tender Documentation and submit their Bids before the date specified in the Invitation To Tender, then the Tender Owner may open the Bids prior to the set date subject to the written consent of all registered Bidders.
  3. The Tender Owner may request the Bidder, and the Bidder may accept the request for extension of validity of the Bid and the Bid Bond.

1. Bid Clarification

The Tender Owner may request the Bidder to clarify their Bids. Replacement of the documents submitted with the original Bid is not allowed.

To the special attention of the Bidder!

1. Bidding.

If the issued tender assumes bidding (as per the Tender Documentation), and the Bid is admitted to the commercial evaluation and verified to meet the requirements of the Tender Documentation, then the Bidder must participate in bidding in person or by an authorized proxy with a power of attorney. At that, the Bidder or their representative must carry at least two counterparts of the undated 'Bid Title Page' as per Appendix 2 to the ITB with intentionally blank 'Bid Price' and 'Work/Service/Supply Time'. When the bidding is over, the Bidder or their representative completes the said lines and puts the date in own hand, and submits the 'Bid Title Page' to the bidding facilitator.

If the Bidder provides a written notice of necessary absence on the bidding, then their Bid may be admitted to the bidding with the fixed price as per the Commercial part of the Bid.

If many Bidders cannot attend the bidding in person due to their remoteness, then the bidding may be conducted via video conferencing subject to recording.

The bidding may be conducted with an electronic bidding system for the Bidders' representatives to put the price offers in special boxes at the computer workstations provided by the Tender Owner.

The Tender Owner informs the Bidders' representatives on the bidding details and requirements to the Bidders prior to the bidding.

If an authorized representative of a bidding participant raises the price against the Commercial part of the Bid or the price set in the course of the bidding, then the Tender Owner will treat that as retraction of the Bid by that Bidder. The following decisions might be made:

* disqualification of that Bidder;
* withholding of the Bid Bond of that Bidder.

1. Tender award and contract signing
   1. The Bidder must sign and return the draft contract (all required counterparts) to the Customer no later than ten (10) days after receipt of the notice of award.
      1. Tender award is based on the technical and commercial evaluation of all Bids, so the best price offered in the course of the bidding does not guarantee awarding.
      2. The parties should resolve disputes/disagreements between them which arise in the course of fulfillment of the contract awarded by tender according to the contract terms and conditions.
2. Anticorruption line

If the Bidder faces corruption, fraud, coercion, collusion, etc. and/or possesses information about the same from other Bidders, then the Bidder must provide such information to the following e-mail address: **anticorruption@lukoil-international.com**.

1. Appendices

Appendix 1 – Request to bid for tender;

Appendix 2 – Tender information;

Appendix 3 – Bid forms;

Appendix 4 – Model contract.

**Appendix No 1**

TO BE MADE ON THE BIDDER’S LETTERHEAD

|  |
| --- |
| Attn: |
| (position) |
|  |

(Full name)

# **REQUEST**

**TO BID FOR TENDER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(tender subject as per the Invitation)

# Dear .......,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(full name of the bidder)

expresses interest in bidding for the abovementioned tender and declares conformance to the minimum qualifications as per the tender notice. Please provide tender documentation to our official representative for bid preparation:

|  |  |
| --- | --- |
| Full Name: |  |
| Title: |  |
| Telephone: |  |
| Mobile: |  |
| Primary e-mail: |  |
| Alternative e-mail: |  |

**By signing this application the Bidder confirms that:**

* the person having signed this application is duly authorized;
* is familiar with and accepts all conditions in the facility / territory, where the work will be performed / services rendered / goods supplied;
* all the terms of the Instruction to Bidders are accepted unconditionally.

We hereby guarantee the confidentiality of the tender documentation contents in accordance with the requirements specified below in the Declaration of Confidentiality.

**DECLARATION OF CONFIDENTIALITY**

On [indicate the date] 202\_ (hereinafter referred to as the Effective Date) [indicate the Bidder's name] (hereinafter referred to as the Bidder), incorporated in accordance with the legislation of [indicate the country] and registered at the address [indicate the address]

**Whereas** [indicate the Tender Owner's name] (hereinafter referred to as the Owner) incorporated in accordance with the legislation of [indicate the country] and registered at the address [indicate the address], is holding Tender No. [indicate the number and subject of the Tender] (hereinafter referred to as the Tender); and

**Whereas** the Bidder wishes to take part in the Tender and needs to obtain information on the Tender for the preparation of a Bid under the Tender (hereinafter the Purpose).

Now therefore, the Bidder hereby confirms its consent with the following terms and provisions, based on which the Owner intends to hand over the Technical Information of commercial value (as defined below):

1. Within the framework of this document technical information of commercial value means all the corresponding information in Tender Documentation, namely ideas, concepts, models, methods of usage, process schemes, operational conditions, equipment structures, technical information, know-how, trade secrets, economic indicators of the process flow, market state reports, research results, plans, programs, drawings, schemes, sketches, photos, photocopies, surveys data, analyses results, selected data, pricing data, terms and provisions of service rendering with regard to equipment, implementation, licensing and designing, as well as information received from customers, partners, agents, suppliers, licensees or representatives, etc., which the Owner may provide to the Bidder.
2. The Bidder undertakes to keep confidential, not to use, not to sell, not to provide and not to disclose to third parties (including parent companies, subsidiaries, affiliated persons, suppliers and other related legal entities) any technical information of commercial value or improvements in the Owner's area of activities.
3. The Bidder undertakes to restrict the access to the technical information of commercial value by the personnel who may reasonably need such information due to its Purpose. The Bidder shall be liable for the fulfillment by its representatives and personnel of all obligations with regard to the information disclosure and usage limitations described herein.
4. The Bidder shall organize the fulfillment by its personnel and representatives of the work mode, which envisages the storage of all documents, work elements and work results connected with the technical information of commercial value or related to it in the form of protected files and in secure places equipped with access restriction facilities in order to avoid any unauthorized disclosure of the information. The Bidder undertakes to take all relevant actions to prevent any losses or thefts of the documents containing this information or related to it. The Bidder undertakes to immediately inform the Owner about such a loss or theft.
5. In the event the Owner's special written permission is not provided, all documents, drawings and documents provided to the Bidder by the Owner, as well as all their copies, shall be returned to the Owner at its written request after the Tender is completed or terminated.
6. The abovementioned provisions shall not be applied to Technical Information of commercial value, which:
   * based on the evidence provided by the Bidder, was publicly available or was published at the moment of disclosure, or became publicly available after disclosure without any breach of the Bidder's obligations in accordance with this document, or
   * based on the Bidder's evidence was already at its disposal at the moment of disclosure and was not received by the Bidder from the Owner earlier in the period when the confidentiality commitment was in effect, or
   * was disclosed to the Bidder by a third party, which had a legal right for such a disclosure;

In order to ensure compliance herewith, certain cases of information disclosure in accordance with this document shall not fall under the abovementioned exceptions for the only reason of their inclusion in the cases of general disclosure of information, which is publicly available or at the Bidder's disposal. In addition, any combination of elements disclosed in accordance herewith shall not fall under the effect of the abovementioned exceptions for the only reason that certain elements are publicly available or are at the Bidder's disposal, but only if the combination itself and the principles of its work are publicly available or are at the Bidder's disposal, except for the case, when based on the Bidder's evidence the information was already at the Bidder's disposal at the moment of disclosure and was not received by the Bidder from the Owner earlier in the period when the confidentiality commitment was in effect.

1. If a Bidder receives a request or demand to disclose the Technical Information of Commercial Value received from the Owner (in the course of legal proceedings, as an investigative requirement about information provision in the course of civil legal proceedings or otherwise), the Bidder shall be liable to immediately inform the Owner thereof, so the Owner could execute a relevant rule of court or permit the breach of obligations hereunder with regard to a specific request or requirement of this kind.
2. The Bidder shall not be provided with any representations or warranties with regard to presentation, successfulness, accuracy, completeness or other characteristics of any part of the technical information of commercial value.
3. Confidentiality obligations stipulated herein shall remain in effect for twenty-five (25) years from the Effective Date, and the obligations with regard to restricted information usage described herein shall remain in effect until a further agreement between the Company and Bidder defining such rights and time period is signed (in any).
4. The provisions stipulated herein shall not under any circumstances provide any license, sublicense, right of disposition or title, material interest or advantage with regard to the Owner's technical information of commercial value in accordance herewith.
5. The Bidder represents that in addition to any other losses which may be incurred by the Owner, the Owner shall have a right for a court remedy under the law of equity in the event of violation of any of the provisions stipulated herein by the Bidder or its representatives, and that the Bidder and its representatives shall be liable not to object to the usage of such a court remedy. If any of the provisions stipulated herein is breached, the Owner shall order the Bidder or its representatives to stop the breach immediately, and the Bidder and its representatives shall be liable not to object to such an order. Any permission of the Owner for the violation of the confidentiality with regard to any specific element of technical information of commercial value disclosed in accordance herewith shall not replace and shall not be considered to represent a general permission for the violation of confidentiality with regard to any other information disclosed in accordance herewith.
6. The provisions of this Declaration shall be amended and supplemented only on the basis of a written legal document signed by the Bidder and Owner.
7. This Declaration of Confidentiality (for the Bidder) shall be governed by the English law. All disputes, disagreements or claims not settled by the Bidder and Company/Owner and arising from this Declaration of Confidentiality or in connection herewith, including those relating to its execution, violation, termination or invalidity, shall be resolved by one (1) arbiter at the Dubai International Arbitration Center (hereinafter referred to as DIAC) in accordance with the DIAC Arbitration Rules. The place of arbitration shall be the premises of DIAC, Dubai, United Arab Emirates. The language of arbitration shall be English, and the arbitrator shall speak English fluently.

The Bidder, wishing to be bound with legal obligations, has executed this Declaration on the Effective Date through its duly authorized representative who signed below.

Authorized representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Bidder’s Name)

|  |  |  |
| --- | --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Title) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Full Name) |

Date Seal