

## **Instructions to the Bidder**

1. The instructions to the Bidder (hereinafter referred to as IB in the text) are an integral part of the tender documents.
2. The Bidder shall bear all the expenses resulting from the preparation and submission of Bidder's tender proposal.
3. LUKOIL Neftochim Burgas AD (hereinafter referred to as the Tender Organizer) is not responsible and does not undertake to pay the expenses, indicated in p.2., regardless of the type (format) of holding the tender and the tender results.
4. The Tender Organizer provides the Bidder with the present IB and other documents under the tender, required for the preparation of the tender offer in accordance with the requirements and terms of the Assignor, described in the tender documents.
5. The Bidder accepts to treat the information from tender documents as confidential and evade its disclosure to third parties. The correspondence kept in the tender shall also be treated as confidential.
6. The Tender Organizer proceeds from the fact that the Bidder is obliged to study all terms and requirements, contained in the tender documents submitted to the Bidder for the purpose. The Bidder's tender offer shall fully comply with the above mentioned requirements.
7. The Bidder may request (by using Form 11 of Appendix 3 of IB) that the Tender Organizer clarified some of the requirements of the tender documents for it. The correspondence exchanged in a particular tender shall be carried out through "Communication" section of the Automated Tender Holding System (ATHS).

The Tender Organizer is obliged to answer each and every inquiry, dispatched by the Bidder, and received not later than the deadline for specifying questions, determined in Section III of the Tender Information.

Moreover, a copy of the answer, of uniform (general) character for various bidders, shall be sent to all bidders, without specifying the Bidder who has sent the relevant inquiry.

**ATTENTION: The Organizer is not obliged to answer inquiries, not received through ATHS or Form 11.**

8. The email address of the Tender Organizer is specified in Section IV of the Tender Information.
9. The Tender Organizer has the right, prior to the deadline for submission of the tender offer, to introduce changes in the tender documents and when doing this to extend the time frame for submission of the tender offers, by sending a written notification to all Bidders.
10. The Bidder must comply with the minimum qualifications, specified in Section II of the Tender Information, as well as with other requirements of the tender documents.
11. The Bidder may, at its expense, visit the tender site by complying with the rules for admission to the territory of the company through a message in ATHS.
12. The Tender Organizer undertakes to keep the confidentiality of the information, contained in the Bidder's tender offer.
13. The tender offer shall be provided in a language, specified in Section V of the Tender Information.
14. The Tender Organizer shall have the right:

- not to admit to the tender any of the tender offers if they do not comply with the requirements of the tender documents;
- to nullify the tender at any of its stages, including also after the tender winner selection, but before concluding the contract;
- for the purposes of checking the data indicated in the Bidder's tender offer, to perform the queries required to the state and other bodies and organizations, to visit the Bidder's firms, offices and production sites;
- not to motivate in front of the Bidders any decision taken about the tender.

15. Mandatory documents for the tender offer:

In its tender offer, the Bidder must provide proof of its technical potential, qualifications, economic status and financial situation, as well as documents, confirming its intention to provide a tender offer and its capacity to meet the requirements of the tender documents.

The mentioned proof includes documents and information, specified in Section VII of the Tender Information.

16. Requirements to the structure:

The tender offer must be in electronic form and structured in accordance with the requirements specified by the Organizer in Negometrix system.

If enclosing signed documents is required, they must be signed by the manager of the Bidder's company or by a person legally authorized with the relevant power of attorney. The Bidder must provide a document, confirming the authority of the signatory.

17. The tender offer has a technical and a commercial part.

The technical part shall include documents, completed by the Bidder in compliance with the requirements and provisions of the tender documents, excluding documents, containing information on the price of the tender offer.

The commercial part shall include documents, containing information on the price of the tender offer, completed by the Bidder in compliance with the requirements of the tender documents, including the present Instructions.

**Note:** If necessary, the individual documents from the technical and commercial parts of the tender offer may be duplicated, if they are drawn up in conformity with the present point, for example: the list of materials and equipment (specification) to be purchased must be included **in the technical part** of the tender offer **without indicating the price** and the same list (specification) **with the price included must be included in the commercial part.**

**Alternative technical and/or commercial tender offers, not complying with the requirements of the tender documents, shall not be accepted, unless explicitly specified in the tender documents. The Bidder shall be disqualified if such tender offers are submitted.**

18. By submitting the tender offer, the Bidder confirms that:

- it acquainted itself with and accepted all conditions of the equipment/site where the goods are supposed to be delivered / works performed / services completed;
- has acquainted itself with, has understood and fully accepted all provisions and requirements of the tender documents, including the draft contract.

19. Validity of the tender offer

The requirements concerning the validity of the tender offer are included in Section V of the Tender Information. The Tender Organizer may request from the Bidders to extend the time limit of their tender offers.

20. Submitting the tender offer

The tender offer must be submitted within the deadline, specified in Section III of Tender Information (tender schedule). The Bidder shall not have the opportunity to submit its tender offer after the expiration of this deadline.

21. The tender offer shall be delivered to the Tender Organizer through ATHS. **If the Bidder submits its tender offer by email (or in any other way), the Tender Organizer shall consider the tender offer not received.**

22. Changes in the tender offer by Bidder's initiative after the deadline for submission of the tender offer are not allowed.

23. If all Bidders in the tender submit their tender offers before the stipulated date, specified in Section III of the Tender Information, the Organizer may propose to the Bidders to change the date of acceptance of bids and if confirmation by everybody is received, shall have the right to respond to the tender offers before the stipulated date.

24. The Tender Organizer may request from the Bidder and the Bidder may accept the request for extension of the validity of the tender offer.

25. Clarifications on the tender offer

The Tender Organizer shall have the right to request from the Bidders to clarify their tender offers.

**No replacement of documents, submitted with the original tender offer, shall be allowed.**

26. Selection of winner and signing the contract

26.1. The winner of the tender has the right to conclude a contract with the Assignor LUKOIL Neftochim Burgas AD, based on the terms of its tender offer and the tender documents set by the Assignor LUKOIL Neftochim Burgas AD.

26.2. The conditions of the draft contract, which is a part of the tender documentation and subject of the tender conducted, are not subject to any modifications by the Bidder.

26.3. After receiving a notice for winning the tender, the Bidder is obliged, within a period of up to 10 calendar days, to sign on its behalf the draft contract (in the respective number of copies), handed to it together with the notice and return it to the Assignor LUKOIL Neftochim Burgas AD.

27. The Bidder has the right to complain of ungrounded actions (inaction) on the part of the Tender Organizer, violating the Bidder's rights and the tender procedure, to make complains against the decision of the Tender Committee of LUKOIL Neftochim Burgas AD with the Control and Internal Audit Office (postal address for complaints: 11, Sretenski Blvd., Moscow 101000).

28. A complaint, not containing the signature of the person authorized by the applicant/claimant (manager, a person authorized by a power of attorney, etc.), will not be taken into consideration.

29. Since the winner of the tender is elected on the basis of a general assessment of the tender offers submitted by all participating Bidders, the lowest price offered by a Bidder is not the factor to predetermine the result of the tender.

Appendices:

Appendix 1 - Tender Information;

Appendix II - Forms for preparation of the tender offer;

Appendix III - Draft contract.