

LUKOIL Overseas Atash B.V.

(a)

TENDER DOCUMENTATION
FOR ADVERTISED TENDER

(b)

SUBJECT OF TENDER:

(c)

DATA CENTER FOR THE NATIONAL AGENCY FOR MINERAL RESOURCES

TENDER ATA/001/06-13/001

(d)

TABLE OF CONTENTS**Chapter I.** Estimated timing of Tender**Chapter II.** Instructions to BIDDERS

1. General information

- 1.1. Subject of Tender
- 1.2. Funding source
- 1.3. BIDDERS' competence
 - 1.3.1. Conflict of interests
 - 1.3.2. Requirements to Consortiums
- 1.4. BIDDERS' qualification
- 1.5. One BID from a BIDDER
- 1.6. Tendering costs
- 1.7. Site visits
- 1.8. Confirmation of participation in Tender

2. Tender Documentation

- 2.1. Contents of Tender Documentation
- 2.2. Clarifications for Tender Documentation
- 2.3. Amendments and supplements to Tender Documentation
- 2.4. Preliminary meeting

3. BID preparation instructions

- 3.1. Language of the BID
- 3.2. Documents forming the BID
- 3.3. BID prices
- 3.4. BID and payment currency
- 3.5. BID validity
- 3.6. BID bond
- 3.7. BID execution and signing

4. BID submission

- 4.1. BID sealing and marking
- 4.2. BID submission deadline
- 4.3. Late BIDS
- 4.4. Changing and withdrawal of BIDS
- 4.5. Address and contacts

5. Opening of envelopes and BID evaluation

- 5.1. Opening of envelopes with BIDS
- 5.2. Confidentiality
- 5.3. BID clarification
- 5.4. BID review and determination of their compliance with TD requirements
- 5.5. Correction of errors
- 5.6. BID evaluation and comparison
- 5.7. Contacts with the COMPANY, reward offering, signing of a secret agreement

6. Acceptance of the successful BID, contract award

- 6.1. CONTRACT signing criteria
- 6.2. COMPANY's right to accept or reject BIDS
- 6.3. Notice to a Preferred Bidder
- 6.4. Legislative regulation

Chapter III. Sample forms**Chapter IV.** Draft contract**Chapter V.** Scope of Supply/Work/Services

Chapter VI. Administrative Procedures
Chapter VII. HSE

Chapter I

Estimated Timing of Tender ATA/001/06-13/001

This schedule is for indicative purposes only and is provided as a guide for BIDDERS.

For the avoidance of doubt, BIDDERS are advised that the COMPANY reserves the right to change or otherwise amend said schedule as it may find appropriate and reasonable during the TENDER period.

Deadline (duration period)	Action
09.07.- 11.07.2013	Advertising in appropriate newspaper
09.07. – 16.08.2013	Dispatch of the Tender Documentation to potential Suppliers/ Contractors upon receiving official request
09.07. – 09.08.2013	BIDDERS may send requests for clarifications related to the Tender Documentation
16-07.- 23.07.2013	COMPANY organizes a worksite visit/ clarification meeting with potential BIDDERS (if required)
09.07 – 09.08.2013	COMPANY provides clarifications and distributes them among the BIDDERS
20.08.2013	BIDDERS submit their BIDS
20.08.2013	Opening of envelopes with BIDS
20.09.2013	Determining the Preferred BIDDER and coordination of the Tender results
04.10.2013	Awarding and signing the CONTRACT

Chapter II

INSTRUCTIONS TO BIDDERS

1. General Information

1.1. Subject of Tender

LUKOIL Overseas Atash B.V., (hereinafter referred to as the “COMPANY”), is soliciting a proposal from your organization pursuant to a tender (the “TENDER”).

This particular Tender (Tender ATA/001/06-13/001): relates to the provision of a Data Center for the National Agency for Mineral Resources located in Bucharest, Romania.

The COMPANY reserves the right and entitlement to assign its right to its affiliates to conclude the CONTRACT awarded as a result of the TENDER, conducted hereunder, either in whole or in part, and without prior consent of any third party, except that the said right to award CONTRACT shall be and shall remain an exclusive right of the COMPANY.

The COMPANY reserves the right, prior to the CONTRACT award, to increase or reduce the scope of goods, work and services specified initially in the Tender Documentation, provided that such increase or reduction does not entail any changes in rates or in other terms and conditions of the BID and Tender Documentation.

1.2. Funding Source

The funds for the project shall be provided by the COMPANY’s own means.

1.3. BIDDERS’ Competence

Invitation to Tender applies to all potential Suppliers/Contractors (hereinafter referred to as the BIDDERS) who are authorized under the legislation of Romania and/or by any other applicable laws to supply goods and services.

Every BIDDER shall submit a written statement that it (including its Subcontractors) is not and was not related directly or indirectly to any company or person involved in preparation of the Tender Documentation. A company and its subsidiaries that may be engaged by the COMPANY to provide products and services for preparation of the Tender Documentation for the subject of the Tender are not eligible to take part in the Tender.

1.3.1. Conflict of Interest

A BIDDER is believed to be in a conflict of interest with one or more BIDDERS when:

- a) they have common shareholders who hold a controlling interest of these BIDDERS, or
- b) they are receiving or have already received financial funding directly or indirectly from any of the BIDDERS; or
- c) they have the same representative for this Tender; or

- d) they prove to be in a position in which, directly or via third parties, they are able to gain access to the information related to a BID of another BIDDER or may somehow affect this BID, or may exercise some influence on the decisions taken by the COMPANY regarding the current Tender.

All potential BIDDERS with a conflict of interest, according to this item, shall be disqualified, and their BIDS shall be rejected.

1.3.2 Requirements to Consortiums

When the BIDDER is represented by a Consortium of two and more partners, such Consortium shall comply with the following requirements:

- (a) Submitted documents shall include all data listed in Attachment 1 of Form 1 of the Envelope A documentation with regard to each Consortium partner, related to execution of activities specified in the subject of the Tender;
- (b) One member of a Consortium shall be appointed as a Leading Partner with the authority to sign the CONTRACT, undertake liabilities and/or receive instructions on behalf of all other Consortium partners;
- (c) All Consortium partners are jointly and severally liable for execution of the CONTRACT activities in accordance with the terms and conditions of the CONTRACT;
- (d) All activities that bear any relation to the CONTRACT performance, including payments, as well as actions related to violation of contractual terms, are conducted exclusively by the Leading Partner;
- (e) The Consortium agreement between all partners shall be included in the submitted documents. It is advisable that the Consortium agreement be drawn up so as to clearly specify the following aspects:
 - Joint and several responsibility of the Consortium partners for contractual activities;
 - All constraints that regulate Consortium activities;
 - Settlement of all issues related to mutual payments between Consortium Partners during contractual activities implementation;
 - Delegation of powers to the Leading Partner to act on behalf of the Consortium.The COMPANY reserves the right to reject the BID from any Consortium in its sole discretion, if the Consortium agreement does not reflect the above provisions to the satisfaction of the COMPANY.
- (f) Execution deadlines, scopes and types of work/services/supply performed by each partner of the Consortium shall be clearly specified.

1.4. BIDDERS' Qualification

Every BIDDER shall include the documents listed in item 3.2. of this Instruction into their BIDS. If the BIDDER fails to provide complete information that is critical for evaluation of its qualification, or fails to provide clarifications or reasoning of the submitted data on time, such BIDDER can be disqualified and its BID can be rejected.

In order to be eligible to be qualified for the Tender and awarded the CONTRACT, each BIDDER shall meet the following minimal qualification requirements:

(a) Financial Capability - The Bidder (either a single bidder or a Consortium) shall furnish documentary evidence that it meets the following financial requirement(s):

- Bidder should demonstrate that it has minimum average annual turnover of at least USD 3.000.000 (three million), or an equivalent amount in a freely convertible currency, for the last 3 (three) years. In addition, in case of a Consortium, all partners combined must meet the requirement, at least one partner must meet 40% and each partner must meet at least 25%. The bidder shall submit the audited or certified financial statements (including Balance Sheets, income statement, etc.) for the last 3 (three) years, supported respectively by audit statements or tax returns.
- The Bidder must demonstrate stable liquidity position: minimum USD 400.000 (four hundred thousand), or an equivalent amount in a freely convertible currency, equivalent present liquid asset and/or line of credit, net of current commitments, available not later than the date of bids submission. In addition, in case of a Consortium, all partners combined must meet the requirement.

(b) Experience and Technical Capacity - The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience and technical capacity requirement(s):

- The Bidder shall demonstrate that it has minimum five (5) years of experience in similar integrated systems for implementation of a "data center", development, implementation, upgrade, database migration, testing, training and commissioning of software solutions / applications of a similar nature, and supplying, installation and testing hardware components
- During the past five (5) years, the Bidder must have completed two (2) successful contracts as a prime contractor involving the development, installation, and provision of technical services for integrated information systems of similar complexity and functional/technical characteristics and of a comparable scale (bid price).
- The bidder shall demonstrate previous experience in integrated software development on Oracle and GeoMedia platform
- The Bidder shall provide references for the upper, including the names and addresses of contacts persons, copies of the relevant parts of the contracts, acceptance minutes and reference letters.
- The Bidder should demonstrate that it has or, if awarded a contract will establish, a network of technical support office across the country.
- certified equipment and qualified personnel;
- registration in Romania for work performed and appropriate licenses;
- appointment of an experienced Project Manager whose general experience is not less than five (5) years and experience in similar projects is not less than three (3) years.

- (c) Bids need to be secured by a Bid Bond. The amount of Bid Bond required is: USD 20.000 (twenty thousands), or an equivalent amount in a freely convertible currency

If a BIDDER is a representative of a Consortium, its Leading Partner shall comply with the requirements set forth in items 1.4. (c). – Bid Bond

Figures and criteria that characterize each Consortium partner are summed up to define the Consortium eligibility as per the minimum set of qualification standards listed in items 1.4.

The Consortium, as a whole, shall meet the requirements listed in this item 1.4. above.

When the BIDDER's eligibility as per the minimal qualification requirements is defined, the experience and resources of its subcontractors are taken into account, but no scores for these characteristics will be given.

If the BIDDER fails to meet the minimal qualification requirements, the COMPANY reserves the right to reject the BID of this particular BIDDER.

The fact that the BIDDER was involved in multiple lawsuits and arbitration proceedings in the past that resulted in judgments delivered against the BIDDER may be a reason for its disqualification, if the COMPANY resolves so.

If the BIDDER is a subsidiary or a part of a holding company, then such BIDDER may prove its qualification by providing information on resources, experiences, turnovers, etc., of the parent company(ies), provided that: 1) such information is relevant to the subject of the tender; 2) the parent company(ies) provides proof of its relations with the BIDDER (foundation documents); and 3) Parent Company Guarantee (Form 5) confirms that a certain part of its resources can be committed to such BIDDER for duly participation and performance in this Tender.

1.5. One BID from the BIDDER

The BIDDER may submit only one BID in this tender. In case the BIDDER submits more than one BID or is listed in several BIDS (except for participating elsewhere as a Subcontractor), all BIDS of such BIDDER shall be rejected.

1.6. Tendering Costs

The BIDDER shall bear all costs related with preparation and submission of the BID. Under no circumstances shall the COMPANY be liable or responsible for these costs.

1.7. Site Visits (If Applicable)

The BIDDER is recommended to visit and examine the Contract Area and adjacent premises on its own, and obtain all the information that it may need to prepare a BID and sign the CONTRACT. Site visit costs shall be borne by the BIDDER. Please see Form 13 for more information.

Submission of the BID by the BIDDER certifies that the BIDDER: 1) has acknowledged and accepted the existing conditions at the site where the work service shall be performed; 2) has reviewed this Tender Documentation and all attachments thereto; and 3) has no questions and doubts as to any conditions that might influence quality performance and timely completion of work.

The BIDDER's failure to visit the site shall not be accepted as a reason for the BIDDER's claim or hindrance to its participation in the Tender.

1.8. Confirmation of participation in Tender

The BIDDER shall sign and return to the COMPANY the confirmation of its participation in the current Tender (Form 8) by mail, e-mail (a scan of the official letter on the BIDDER's letterhead paper) or by fax within ten (10) working days upon receipt of the Tender Documentation. If the BIDDER fails to provide such confirmation within the specified time, the COMPANY reserves the right to stop sending further information on the Tender to this BIDDER.

2. Tender Documentation

2.1. Contents of Tender Documentation

The Tender Documentation includes the following documents:

1. Invitation to Tender;
2. Instruction to BIDDERS;
3. Draft CONTRACT;
4. Scope of Supply/Work/Services—Technical specifications
5. Tender Forms:
 - Form 1. Qualification Data;
 - Attachment 1 to Form 1. "List of Documents Required for Participation in Tender";
 - Form 2. BID;
 - Form 3. Technical Proposal Preparation Requirements;
 - Form 4. Bid Bond Bank Guarantee (irrevocable and unconditional);
 - Form 5. Parent Company Guarantee (**if applicable**);
 - Form 6. Letter of Acceptance; (not included in ITT)
 - Form 7. Commercial Proposal;
 - Form 7a. Delivery/ Work Schedule;
 - Form 8. Confirmation of Participation in Tender;
 - Form 9. List of Documents in Envelope.
 - Form 10. Certificate of Corporate Ownership & Compliance
 - Form 11. Request for Pre-BID Clarifications.
 - Form 12. Certificate of Endorsement of the Design Data (**applicable when the COMPANY is obliged to hand over design data to a Contractor under the contract provisions**)

2.2. Clarifications for Tender Documentation

The BIDDER may contact the COMPANY for clarifications of any issues regarding the Tender Documentation by sending a registered letter, an e-mail (a scan of the official letter on the BIDDER's letterhead paper, please refer to Form 11), or a fax (further in the text the notion "fax" shall also imply telegraph) to the COMPANY's addresses stated in item 4.5.

The COMPANY shall stop providing clarifications ten (10) calendar days prior to BID submission deadline. The clarification of the COMPANY stating the nature of a clarification

request but not specifying its source, shall be forwarded as a Notice to all BIDDERS that have confirmed their participation in the Tender.

2.3. Amendments and supplements to Tender Documentation

The COMPANY, not later than ten (10) working days prior to the deadline of their BID submission, has the right to make amendments and supplements to the Tender Documentation.

Any amendment or supplement (revision) made in writing by sending a registered letter with a *Notice to BIDDERS* mark (hereinafter referred to as the Notice to BIDDERS) or sent by e-mail (a scan of the official letter on the COMPANY's letterhead paper) or fax shall be brought to notice of all the BIDDERS that have confirmed their participation in the Tender. BIDDERS shall reply to the COMPANY by mail, fax or e-mail (a scan of the official letter on the BIDDER's letterhead paper) to acknowledge the receipt of such Notice to BIDDERS. Once sent, the Notice to BIDDERS becomes an integral part of the Tender Documentation.

In order to provide the BIDDER with sufficient time for considering supplements (amendments) while preparing the BID, the COMPANY may extend the deadline for submission of BIDS to not less than seven (7) calendar days by sending the Notice to BIDDERS, specifying the new deadline for submission of the BIDS, if required.

Any specifications or instructions made verbally or in any other form which were not forwarded to the BIDDERS in the form of the Notice, shall not be valid or interpreted as grounds for any claims.

2.4. Clarification Meeting

If the COMPANY makes a decision to hold a clarification meeting, an authorized representative of the BIDDER shall be invited to participate in this meeting. Such a meeting may take place not later than ten (10) calendar days before the BID submission deadline; place and time of the meeting shall be specified by the COMPANY.

This meeting shall aim to clarify and answer the questions, which may arise during the preparation of the BID.

The BIDDERS, whenever it is possible, shall forward their questions by registered mail, e-mail (a scan of the official letter on the BIDDER's letterhead) or fax, so that the COMPANY could receive them not later than five (5) calendar days before the clarification meeting.

The Minutes of Meeting, including questions made and answers given, as well as all the answers prepared after the meeting shall be provided to all BIDDERS that have confirmed their participation in the Tender. Introduction of amendments to the Tender Documentation, which may be a result of the meeting, is allowed only by the COMPANY's sending the Notice to BIDDERS.

No specifications or instructions made at the meeting verbally or in any other form that were not forwarded to BIDDERS in the form of the Notice, shall be valid or may be interpreted as grounds for any claims.

The BIDDER's failure to attend the clarification meeting is not a reason for its disqualification.

3. BID preparation instructions

3.1. Language of BIDS

All documents related to the BIDS, including correspondence between the BIDDERS and the COMPANY, except for copies of documents to be provided according to Form 1, Qualification Data, shall be written in English. Copies of documents in other languages, provided in accordance with Form 1, Qualification Data, shall be accompanied with attested translation to English made at the BIDDER's expense. The COMPANY reserves the right to verify accuracy of the translation provided.

3.2. Documents forming the BID

The BID submitted by the BIDDER shall include all documents listed in Attachment 1 to Form 1.

3.3. BID prices

Provisions of the Draft CONTRACT cover the whole scope of products and services to be implemented in accordance with the Tender Documentation.

The BIDDER is to fill in the relevant columns of the commercial proposal table given in Form 7 with its prices for each type of work in accordance with instructions provided.

The items, for which no unit and total price is specified by the BIDDER, shall not be paid for by the COMPANY upon their supply/fulfilment. It is assumed that they shall be covered by rates and prices for other items specified in Form 7.

Any and all applicable taxes, as well as all other duties and obligatory payments shall be included in prices as instructed in Form 7. For clarifications on withholding tax in (specify country of the project) please refer to Chapter VI below.

After the opening of the envelopes with BIDS, the unit, total prices and timing for work specified in the BID and in Form 7 shall not be subject to correction, except for the reasons specified in paragraphs 5.5 and 5.6 of these Instructions.

3.4. BID and Payment Currency

Unit and total prices shall be specified by the BIDDER in US dollars only. Payments shall be made by the COMPANY in the currency stipulated in the CONTRACT.

3.5. BID Validity

BIDS shall be valid within one hundred twenty (120) days following BID submission deadline as specified in the Invitation to Tender.

The COMPANY may request the BIDDERS to extend the BID term for a certain period of time.

Such requests and replies to these requests are submitted in writing, by e-mail (a scan of the official letter) or by fax.

The BIDDER may decline doing so without losing the right for BID Bond.

The BIDDER who agrees to extend the term of its BID shall have no right or liability to make amendments to its BID, but shall be liable to extend the term of the BID Bond for the period of extension of the BID term.

3.6. BID Bond

The BIDDER shall include in its BID an **ORIGINAL** of the Bid Bond in the amount of USD\$20.000.00. In this case, BIDDERS residing in the **Romania** are allowed to provide the Bid Bond in the national currency converted as per the current rate established by the Central Bank of **Romania** as of the tender deposit contribution day. The Bid Bond shall be provided in compliance with the sample form provided herein (Form 4) or in a form of certified cheque.

The form of Bid Bond submitted as a bank guarantee is considered acceptable if it contains data in compliance with the Form 4. **This Bid Bond shall be made valid for a period extending the BID expiration by 30 (thirty) calendar days, in other words for one hundred fifty (150) days following the BID submission deadline.**

The BID of the BIDDER that has provided a COPY of the Bid Bond shall be disqualified.

If the BID is not accompanied with an acceptable Bid Bond (according to Form 4 or in a form of certified cheque), the COMPANY rejects the BID and disqualifies the BIDDER.

The Bid Bond shall be returned to all BIDDERS including the Preferred BIDDER, after the Preferred BIDDER signs the CONTRACT.

The Bid Bond may be retained by the COMPANY in the following cases:

- a) After BID opening, the BIDDER withdraws its BID within its term of validity specified in the BID Form; or
- b) The BIDDER having been notified that it has been awarded the CONTRACT by the COMPANY, within the period of validity of its BID, fails or refuses to sign the CONTRACT according to requirements specified in Instructions to BIDDERS, or
- c) The BIDDER does not agree to adjustment of the BID price as specified in item 5.5 of Instructions to BIDDERS.

IMPORTANT NOTE!

The ORIGINAL of the Bid Bond shall be put in the Envelope A (but not stitched with the folder).

3.7. BID Execution and Signing

BIDDER shall prepare the documents comprising the BID (the documents listed in the Attachment 1 to Form 1). The BID shall be sealed and signed by a person or persons duly authorized to sign it on behalf of the BIDDER. All pages of the BID, positions or items to which supplements or amendments are made, shall be initialed by the person or persons who had signed the BID.

No amendments or supplements are allowed to be made to the BIDS except for those to be introduced in accordance with the official instructions of the COMPANY given through the Notice to BIDDERS or if they are necessary, to correct minor errors made by the BIDDER. In such cases, error correction is initialed by a person or persons who had signed the BID or those authorized to sign documents on behalf of the BIDDER.

4. BID Submission

4.1. BID Sealing and Marking

The BID shall be submitted in a sealed external envelope specifying the name of the BIDDER. The external envelope with the BID and four (4) internal envelopes shall contain the following information:

1. To: **LUKOIL Overseas Atash B.V.** and address: Elena Vacarescu Street, 6, District 1, Bucharest for the attention : Oleg.Shurubor; Phone :+40212772112; Fax: +40212272300;
2. Tender ATA/001/06-13/001, **Data Center for the National Agency for Mineral Resources.**
3. Do not open before **13:00 p.m. local time.** on 20.08. 2013 (BID submission deadline as specified in the Invitation to Tender or a new date specified in the Notice to BIDDERS).
4. BIDDER's name.
5. BIDDER's actual full address.

In addition, the internal envelopes shall state **Envelope A ORIGINAL, Envelope A COPY, Envelope B ORIGINAL, Envelope B COPY** correspondingly.

The BIDDER shall submit one (1) copy and one (1) original of the BID. The BIDDER shall be fully liable for compliance of the original BID with its copy. In case of discrepancy, the original shall prevail.

The said four (4) envelopes with BIDS shall be put into one external envelope and sealed. Impressions of the BIDDER's seal shall be put on the joints of four (4) internal envelopes and one external envelope. The external envelope shall contain four (4) sealed internal envelopes.

1. One (1) **Envelope A ORIGINAL** shall contain **original** documents comprising the BID and specified in Attachment 1 to Form 1 as **the Tender Documents of Envelope A**, including a list of enclosures (Form 9) and a CD-R disc with the contents of the envelope both in scanned (PDF) and editable (MS Office) formats.

2. One (1) **Envelope A COPY** shall contain **copies** of documents comprising the BID and specified in Attachment 1 to Form 1 as **the Tender Documents of Envelope A**, including a list of enclosures (Form 9) and a CD-R disc with the contents of the envelope both in scanned (PDF) and editable (MS Office) formats.

3. One (1) **Envelope B ORIGINAL** shall contain **original** documents comprising the BID and specified in Attachment 1 to Form 1 as **the Tender Documents of Envelope B**, including a list of enclosures (Form 9) and a CD-R disc with the contents of the envelope both in scanned (PDF) and editable (MS Office) formats.

4. One (1) **Envelope B COPY** shall contain **copies** of documents comprising the BID and specified in Attachment 1 to Form 1 as **the Tender Documents of Envelope B**, including a list of enclosures (Form 9) and a CD-R disc with the contents of the envelope both in scanned (PDF) and editable (MS Office) formats.

Each CD-R disc shall have a label or a print specifying the BIDDER's name, a number and a title of the Tender, the name of the envelope it is put in: **Envelope A ORIGINAL** or **Envelope A COPY** or **Envelope B ORIGINAL** or **Envelope B COPY**.

In no event shall the COMPANY be held liable, if any of the envelopes is lost, opened or damaged before the established time.

The BID may be forwarded to the address specified in item 4.5 both by courier services (DHL, FedEx, etc.) or personally by the BIDDER's authorized person, provided that this person has an original power of attorney to deliver and submit the BID from the BIDDER and an original identification document.

4.2. BID Submission Deadline

BIDS shall be received by the COMPANY at the address specified in item 4.5 not later than the date and time specified in the Invitation to Tender.

BID submission deadline may be extended by the COMPANY at its sole discretion by making relevant corrections to the Tender Documentation and sending the Notice to BIDDERS. **In such a case, the duration of all the COMPANY's and the BIDDER's rights and obligations, as well as the BID and Bid Bond validity periods, shall be extended in accordance with the revised deadline.**

4.3. Late Submission of BIDS

The COMPANY shall have the right to decline the BIDS that were submitted after the BID submission deadline, regardless of reasons of delay, and such BIDS are to be returned to BIDDERS unsealed.

4.4. Changing and Withdrawal of BIDS

The BIDDER may amend or withdraw the BID by forwarding a written notice to the COMPANY before the BID submission deadline.

The BID amendment or withdrawal notice shall be prepared, sealed, marked and delivered as specified in items 3.7 and 4.1 of this Instruction. At that, internal and external envelopes should have an inscription –*Amendment*- or –*Withdrawal*-, accordingly.

No amendments may be made to the BID after the bid submission deadline.

Withdrawal of the BID by the BIDDER after the BID submission deadline and prior to the BID expiry date may result in a forfeit of the BID Bond provided by such BIDDER.

Proposals for discounts or reconsideration of quotes contained in the BIDS may be submitted by the BIDDERS only as specified in this item or by way of their inclusion into the initial BID.

4.5 Address and contacts

The following addresses shall be used:

- For technical clarifications and questions: Agentia Nationala de Resurse Minerale, Mendeleev Str., 36-38, 010366, Bucharest, anca.baciu@namr.ro;
- Copy to Oleg.shurubor@lukoil-overseas.com; Artem.Govorok@lukoil-overseas.com+

For submission of BIDS: (specify COMPANY name and address)

Note:

BIDDERS shall establish contacts with the COMPANY only through the COMPANY's email addresses stated above. The COMPANY reserves the right to reject the BID of any BIDDER if it establishes the fact of BIDDER'S communications with any other COMPANY'S employees.

5. Opening of Envelopes and BID Evaluation

5.1. Opening of Envelopes with BIDS

The COMPANY shall open the envelopes with the BIDS, including received Notices on amendment and withdrawal of the BID, in two stages (on the day and at the time specified in the Invitation to Tender or relevant Notice to Bidders) in the COMPANY's office at the address specified in item 4.5. above or in any other location as may be specified by the COMPANY.

Firstly, the envelopes marked as *Withdrawal* shall be opened and read aloud. The envelopes with BIDS duly withdrawn in accordance with the procedure set in item 4.4. above shall not be opened.

After that, at the technical evaluation stage, the envelopes marked as *Envelope A* shall be opened for all BIDDERS, who duly and timely submitted their BIDS. When opening each envelope, the following data shall be read aloud : name of the BIDDER, list of provided documents and all other data that the COMPANY finds necessary to disclose.

The COMPANY may resolve to open envelopes in the presence of BIDDERS' representatives that volunteered to attend.

The process of opening envelopes marked as *Envelope A* shall be recorded by the Secretary of the Tender Board in the Minutes of the Tender Board meeting to reflect the above mentioned information.

At the second stage, envelopes to be opened are those marked as *Envelope B* of those BIDDERS that have successfully passed the first stage of evaluation in accordance with item 5.6 of these Instructions.

5.2. Confidentiality

The information on the BID review, clarification, evaluation and comparison, as well as the CONTRACT award recommendations shall not be disclosed to the BIDDERS or any other persons, who are not officially involved in this process, before the Preferred BIDDER is announced. The BIDDERS' attempts to affect the process of BID review by the COMPANY or influence the CONTRACT award process may become a reason for rejection of such BID concerned.

Upon receipt of the Tender Documentation, the BIDDER shall not, without the COMPANY's written consent, transfer or disclose to other parties, the contents or any of its provisions, or any technical documents, plans, drawings, samples, models or any other information provided by the COMPANY or on its behalf, except for the personnel engaged by the BIDDER for the preparation of the BID. The above information shall be supplied to such personnel in a confidential manner and only to the extent required for the preparation of the BID.

5.3. BID Clarification

In order to facilitate the BID review, evaluation and comparison process, the COMPANY may, at its own discretion, request a BIDDER to provide clarification of its BID, including clarifications on the unit rate breakdown. Requests for clarifications and relevant questions shall be addressed directly to the BIDDER's authorized representative, or shall be sent by e-mail (a scan of the official letter on the COMPANY's letterhead) or fax. No requests, proposals or authorizations for the BID price or BID contents change shall be made, unless it is required to correct arithmetic errors detected by the COMPANY during the BID evaluation.

5.4. BID Review and Determination of their Compliance with Tender Documentation Requirements

Prior to the BID detailed review, the COMPANY shall determine the following:

- 1) Compliance with the rules of the BID signing, sealing and marking;
- 2) Availability of the appropriate Bid Bond;
- 3) BID compliance with Tender Documentation requirements.

The BID shall be considered compliant, if it complies with conditions, provisions and specifications of the Tender Documentation and is free from deviations or reservations. If any BID is found non-complaint with requirements, the COMPANY has the right to reject such BID.

5.5. Correction of Errors

BIDS that are compliant with Tender Documentation requirements according to item 5.4 of these Instructions and have passed the first stage of evaluation according to item 5.6 of these instructions, shall be checked by the COMPANY for arithmetic errors.

The error corrections (if any) shall be made as follows:

- in case of inconsistency between figures and words, words shall prevail;
- if there is a discrepancy between a unit rate and the total amount being the product of unit rate multiplication by the number, the unit rate shall prevail, unless the COMPANY considers it is quite evident that a gross error has taken place in putting the decimal fraction sign in the unit rate. In such a case, the total amount shall prevail, and the unit rate shall be corrected.

The COMPANY shall correct the BID amount in accordance with the above rules for correction of errors. This amount shall be considered binding upon BIDDER's consent. If the BIDDER refuses to accept the correction, its BID shall be rejected with right of the COMPANY to forfeit the Bid Bond provided by such BIDDER.

5.6. BID Evaluation and Comparison

BIDS are evaluated and compared in two stages.

At the first stage, the COMPANY shall evaluate the BIDDERS' qualification and their Technical Proposals, and only those BIDS shall be accepted for evaluation that are compliant with relevant requirements of the Tender Documentation listed in item 5.4 hereof. BIDS

failing to comply with requirements of the Tender Documentation may be rejected by the COMPANY.

At the second stage, commercial proposals of the BIDDERS, who have successfully passed the first stage of evaluation, shall be evaluated and compared.

The COMPANY reserves the right to accept or reject any changes or deviations. No changes, deviations or other factors that exceed requirements specified in the Tender Documentation or in any other way result in unintended benefits for the COMPANY shall be taken into account when evaluating BIDS.

5.7. Contacts with the COMPANY, Reward Offering, Signing of a Secret Agreement

Starting from the opening of external envelopes and until CONTRACT awarding (except for the case stipulated in item 5.3 of this Instruction) no attempts shall be made by any BIDDER to establish contacts with the COMPANY, members of the Tender Board or Evaluation team on questions related to its BID.

The COMPANY reserves the right to reject the BID of any BIDDER if it establishes the fact that the latter has offered, given or agreed to give, directly or indirectly, to an employee, who worked or is working with the BIDDER now or another representative of the COMPANY or any relative of such person, a reward in any form such as a job, a service or any other valuable item as an incentive that could influence COMPANY's evaluation of the BIDDER's BID.

The BID shall be rejected, if the BIDDER has concluded a fixed price agreement or another secret agreement with one or multiple BIDDERS in order to affect Tender results. Such rejection of the BID and its reasons shall be entered into the report, and appropriate Notice shall be immediately sent to the BIDDER whose BID has been rejected.

6. Acceptance of the Successful BID, Contract Award

6.1. CONTRACT Signing Criteria

The COMPANY shall sign a CONTRACT with the BIDDER, whose BID meets requirements of the Tender Documentation and has gained the highest evaluation mark in accordance with the criteria approved by the COMPANY, provided that this BIDDER:

- has been recognized eligible in accordance with item 1.3 hereof;
- is duly qualified in accordance with item 1.4.

6.2. COMPANY's Right to Accept or Reject BIDS

The COMPANY shall have the right to withdraw its Invitation to the Tender from the BIDDERS at its sole discretion without reimbursing expenses or losses incurred by such BIDDERS in relation to the BID preparation.

The COMPANY reserves the right to reject all BIDS or discontinue the Tender at any time and upon its sole discretion. The COMPANY shall not be held liable for such actions, and shall not be obliged to inform the BIDDERS of its reasons.

6.3. Notice to a Preferred Bidder

Following completion of the Tender, the COMPANY shall send to the Preferred BIDDER a Notice with confirmation response by fax or e-mail (a scan of the official letter on the COMPANY's letterhead) or by registered mail.

The BIDDER agrees that starting from sending of the Notice by the COMPANY, the BID of this Preferred BIDDER becomes an unconditional obligation of such BIDDER to sign the CONTRACT. Following the receipt of such Notice, the BIDDER shall be liable to sign the CONTRACT.

Upon Contract award, the Company shall duly amend the Draft CONTRACT and send it to the Preferred Bidder. Upon receipt of such Draft CONTRACT the Preferred Bidder shall sign it within 3 (three) working days.

Following the CONTRACT signature, the COMPANY shall immediately notify other BIDDERS that their BIDS have not been chosen and return their Bid Bonds.

6.4. Legislative Regulation

The current Tender is governed by regulatory documents applicable to the COMPANY, and applicable laws of the Romania.

Note:

These Instructions to BIDDERS are not part of the CONTRACT and shall become null and void upon the execution of the CONTRACT.

Chapter III. Sample forms

Notes to sample forms

In accordance with Instructions to BIDDERS and in line with requirements set forth in the Tender Documentation, the BIDDER shall fill in all forms listed below and attach them to its BID.

In accordance with Instruction to the BIDDERS, the BIDDER shall provide a Bid Bond either using a sample form provided in this document or in any other form acceptable to the COMPANY. The form of the Bid Bond shall be considered acceptable if it contains data in compliance with Form 4.

Following finalization of the draft CONTRACT, upon the awarding of the CONTRACT, shall incorporate all amendments or revisions, if any that have been made to the Preferred BID as related to prices correction and other significant conditions in line with Instruction to the BIDDERS.

Form 1

Qualification data**

Full name of the legal entity/individual	Telephone: Fax: E-mail:			
Legal address:	Actual address:			
Executives				
President/Director General/etc.(please specify):				
VP/Deputy Director General/etc.(please specify):				
Date of registration of the legal entity:				
How many years has your company been operating under the current name?				
Please specify the former name of the company (if applicable):				
Current management since (date):				
Contact person for all insurance issues:				
Position:	Telephone: Fax:	E-mail:		
Insurer(s)				
Name of the insurance company		Type of coverage		
Person responsible for filling in of this form for the BIDDER:				
Full Name	Position:	E-mail:	Telephone:	Fax:
Form of ownership				
Name of the parent company:				
Are you a part of or related to a group of companies (shareholding)	yes	no		
Names and % of shares of major shareholders:				
Names of subsidiaries and/or affiliates:				
Banking details:				

Full names of persons authorized to sign contract: _____ _____	
Full name and sample signature, sample seal	
1. Please indicate if your company or your Parent company has been subject to an Integrity Due Diligence by the World Bank, International Finance Corporation, European Bank for Reconstruction and Development or Trace International. <input type="checkbox"/> NO <input type="checkbox"/> YES If YES, please provide a copy of or a link to the relevant evidences:	
2. Please indicate if your company or your Parent company is listed on a U.S. or major European stock exchange <input type="checkbox"/> NO <input type="checkbox"/> YES If YES, please provide a copy of or a link to the relevant evidences:	
3. Please indicate if your company and your Parent company are the subject of an ongoing corruption investigation by any national law enforcement administration. <input type="checkbox"/> NO ongoing corruption investigation <input type="checkbox"/> YES, there is an ongoing corruption investigation	
4. Please complete the “CERTIFICATE OF CORPORATE OWNERSHIP & COMPLIANCE” strictly following the format as per Form 10 attached herein.	

2. Information about documents that give the right for the BIDDER or its Subcontractors to conduct operations in the given field of activity (licenses, certificates or other documents).

№	Document title	Document No.	Application	Date of issue	Issued by	Valid till
1						
2						
3						
(etc)						

Note: Please indicate in the table additionally the documents that prove quality system certification that conform to requirements of ISO 9001 or other systems, certificates of conformity to ISO 14001, OHSAS 18001 (if any), and provide copies of such documents.

3. The total annual turnover for the last 3 (three) years is:

2012 _____ **US Dollars.**
 2011 _____ **US Dollars.**
 2010 _____ **US Dollars.**

4. Experience in similar projects for the last five (5) years- if applicable.

No	The name of project and Country	The name of Client	Type of supplied goods/performed work/rendered services, year of start and year of completion	Contract value (in USD)
1				
2				
3				
Etc.				

5. Please describe your company’s main line of busi ness.

1	In which of the following do you have technology experience related to the work for the last 10 years? Where applicable, provide at least one example of a project.	
1.1	Data center	
1.2	Development, implementation, upgrade, database migration, testing, training and commissioning of software solutions / applications, and supplying, installation and testing hardware components	
1.3	Software development on Oracle and GeoMedia platform	
1.4	Other	
2	Describe the other projects similar to the work requested.	
3	Describe the projects you are currently performing.	
4	Provide details of technology engineering, design and procurement worked per year for the past 5 years.	
5	Provide details of GIS software systems you currently utilise.	

6. *Summary table of qualification and experience of responsible personnel involved in performance of this CONTRACT- if applicable

No	Position	Full name	Degree/profession Name of educational institution	Total work experience (years)	Work experience on this occupation (years)
	Project Manager				
	Software Developer				

18.					

*The BIDDER shall present CV for Project manager and Deputy Project manager in the form specified below:

Specialist’s CV

1. Position proposed for this project *(Only one nominee shall be appointed to each position)*
2. Full Name :
3. Date of Birth :
4. Nationality :
5. Address, telephone, fax, e-mail :
6. Education *(degree, year of award)* :
7. Other education :
8. Languages and competences :
9. Experience in other countries :
10. List of work carried out and professional experience *(periods, positions and duties)*
11. Detailed description of duties assumed

7. NOT USED

8. Information about subcontractors/manufactures to be engaged in the CONTRACT implementation.

Please provide letters of intent for supplies and subcontracting works- if applicable.

No	Part of work	Subcontractor (name and address)	Experience of performing similar work
1			
2			
(etc.)			

9. Information about the documents of Subcontractors/manufacturers that give you the right to conduct operations in the given field of activity (licenses, certificates or other documents).

No	Document title	Document No.	Application	Date of issue	Issued by	Valid till
1						
2						
3						
(etc.)						

10. Information about the companies to which the Operator may apply with the request to obtain recommendations about the Contractor and Subcontractors.

No	Company name	Contact person's full name	Address	Phone, fax number	e-mail
1					

2					
(etc.)					

11. Information about current lawsuits with legal entities in which the BIDDER is involved. The BIDDER shall also specify such lawsuits for the last 3 years- if applicable.

No	Claim amount	Claimant	Defendant	Date of consideration of case	Object of dispute	Decision of judicial organ
1						
2						
(etc.)						

12. BIDDER qualification form for compliance with HSE requirements.

The COMPANY’s Health, Safety and Environmental Management System (HSE-MS), certified against international standards ISO 14001 and OHSAS 18001 requires contractors who perform work or provide services for the COMPANY to have an HSE-MS that aligns with the COMPANY’s own HSE-MS.

To ensure compliance, each BIDDER is required to complete a comprehensive HSE-MS capability questionnaire that outlines, in detail, how the bidder manages HSE.

The results to this questionnaire, data from other questionnaires and the recommendations of our assessors will determine whether your company conforms to the COMPANY’s Health, Safety and Environmental Management System requirements or not.

Answer each section completely and provide whatever support documentation is requested.

#	Criterion	Answer		Comments
1.1	Does your Company have any HSE management systems in place (e.g. in compliance with ISO 14001-2004, OHSAS 18001-2007 standards)	Yes	No	If “Yes” – please describe the manner of implementing, maintaining and continually improving your HSE MS and attach copies of compliance certificates
1.2	Does your Company have an HSE Policy defined and authorized by top management?	Yes	No	If “Yes” – please attach a copy of the approved HSE Policy and describe the availability of policy statement to employees
1.3	Is your Company’s senior management committed to HSE through leadership?	Yes	No	If “Yes” – please provide evidence of commitment at all levels of your Company and how you promote positive action towards HSE matters
1.4	How does your Company identify, assess HSE hazards and risks and determine controls?	Yes	No	Please describe the way of implementing and maintaining procedures to HSE hazard identification, HSE risk assessment and determination of controls supported with documentary evidence (e.g. chemical, physical, and biological hazards)

1.5	How does your Company comply with HSE legal and other requirements of the country where you operate?	Yes	No	Please describe procedure to identify and assess HSE legal and other requirements supported with documentary evidence
1.6	Does your Company implement and maintain HSE objectives?	Yes	No	If “Yes” – please describe your Company’s HSE objectives supported with documentary evidence
1.7	Does your Company implement and maintain programs to achieve the HSE objectives specified in 1.6?	Yes	No	If “Yes” – please describe your Company’s programs to achieve HSE objectives specified in 1.6
1.8	Does your Company allocate human resources, specialized skills, organizational infrastructure, technology and financial resources to maintain and improve Company’s HSE MS (defining roles, allocating responsibilities and accountabilities)?	Yes	No	If “Yes” – please describe these resources including HSE performance reports supported with documentary evidence
1.9	Does your Company provide appropriate education and training to persons performing tasks that can impact on HSE?	Yes	No	If “Yes” – please describe training process within your Company in line with your Company HSE Hazards and Risk Assessments supported with documentary evidence. Where training is given in house, please describe the content and duration of courses
1.10	How does your Company internally communicate its HSE Hazards and HSE MS among various levels and functions, to contractors and other visitors to workplace?	Yes	No	Please describe the way of communicating your Company’s HSE Hazards and HSE MS supported with documentary evidence
1.11	Does your Company ensure your workers participate in HSE Management System?	Yes	No	If “Yes” – please describe the way of ensuring that workers participate in HSE hazard and risk identification, assessment, determination of controls; are involved in incident investigation, in development and review of HSE policies and objectives supported with documentary evidence
1.12	Does your Company control HSE documents?	Yes	No	If “Yes” – please describe procedure to control HSE documents (e.g. adequacy prior to use, review and update, relevant versions, legibility and unintended use) supported with documentary evidence
1.13	Does your Company implement and maintain operational control, controls related to purchase goods, equipment and services, contractors and other visitors to workplace associated with identified HSE hazards?	Yes	No	If “Yes” – please describe the controls supported with documentary evidence

1.14	<p>Does your Company implement and maintain procedures for emergency preparedness and response, including:</p> <ul style="list-style-type: none"> a) Fire/explosion response; b) Spills (Oil/Chemicals) response; c) Medical response; d) Well control (blow-out) response; e) H2S; f) Terrorism; g) Others. 	Yes	No	<p>If “Yes”- please describe procedure to identify potential for emergency situations and to respond to such emergency situations taking into account needs of interested parties (e.g. emergency services, neighbors) supported with documentary evidence</p>
1.15	<p>Does your Company monitor and measure HSE performance (health performance, environmental performance)?</p>	Yes	No	<p>If “Yes” – please describe procedure to monitor and measure HSE performance including effectiveness of controls, proactive and reactive measures supported with documentary evidence. Please also provide information/brief description on HSE performance key indicators for the last 5 years (historical HSE statistics/records: Number of Fatalities, Lost Time Injuries, Lost Workday Cases, Medical Treatment Case including Rates for Fatalities, Lost Time Injuries and Total Recordable Incidents)</p>
1.16	<p>Does your Company report, record, investigate and analyze HSE incidents?</p>	Yes	No	<p>If “Yes” – please describe procedure to report, record, investigate and analyze incidents supported with documentary evidence</p>
1.17	<p>Does your Company manage actual and potential nonconformities and take corrective and preventive actions?</p>	Yes	No	<p>If “Yes” – please describe procedure for dealing with actual and potential nonconformities and for taking corrective and preventive actions supported with documentary evidence</p>
1.18	<p>Does your Company have an environmental management system?</p>	Yes	No	<p>If “Yes” – please describe your environmental management plan supported with documentary evidence</p>
1.19	<p>Does your Company manage its wastes?</p>	Yes	No	<p>If “Yes” – please describe procedure to manage waste supported with documentary evidence</p>
1.20	<p>Does your Company assess Personal Protective Equipment (PPE) requirements, monitor and enforce usage?</p>	Yes	No	<p>If “Yes” – please describe procedure for using PPE by workers supported with documentary evidence</p>
1.21	<p>Does your Company have HSE or operations standards/manuals?</p>	Yes	No	<p>If “Yes” – please attach copy of the list of these documents applicable to the extent of the contract</p>
1.22	<p>Does your Company control and maintain equipment/plant used within your premises, on-site or other locations by employees in safe working condition?</p>	Yes	No	<p>If “Yes” – please provide a short overview of your preventative maintenance system supported with documentary evidence</p>

1.23	Does your Company have experience in development of Environmental Management Plans, Environmental Protection sections and other environmental standards?	Yes	No	If “Yes” – please attach a list of developed environmental documentation, including those made for the Republic of (please specify country of the project); references or addresses of the companies, to which similar services have been provided, are welcomed
1.24	Does your Company have experience in development of HSE (HSE Plans, Sections) chapters in engineering documentation (FEED)?	Yes	No	If “Yes” – please attach a list of developed HSE documents as well as those made for (please specify country of the project); references or addresses of the companies, to which similar services have been rendered, are welcomed
1.25	Does your Company have a drugs and alcohol policy?	Yes	No	If “Yes” – please attach copy of the policy
1.26	Does your Company have all employees for the project covered by insurance, including medevac?	Yes	No	If “Yes” – please attach copy of the valid insurance
1.27	Does your Company manage Road Safety?	Yes	No	If “Yes” – please provide a short overview of the process supported with documentary evidence including competence and selection of drivers, vehicles and operation management (journey management, etc)
1.28	Does your Company assess suitability of subcontractors when such subcontractors are involved?	Yes	No	If “Yes” – please describe process of involving and assessing subcontractors for HSE matters supported with documentary evidence
1.29	Does your Company conduct internal audits of your HSE Management System?	Yes	No	If “Yes” – please describe procedure to conduct internal audits of HSE Management System supported with documentary evidence
1.30	Does your Company organize external audits of your HSE Management System?	Yes	No	If “Yes” – please describe procedure to conduct external audits of HSE Management System supported with documentary evidence
1.31	Does your Company top management review your HSE Management System?	Yes	No	If “Yes” – please describe the way the top management assesses opportunities for improvement and the need for changes to the HSE MS including HSE Policy and objectives
1.32	Has your Company been inspected or prosecuted under any HSE legislation by regulatory bodies of the country where you operate in the last five years?	Yes	No	If “Yes” – please provide information on any improvement requirement and prohibition notices by the relevant national body, regulatory body for HSE or other enforcing authority in the last five years
1.33	Does your Company have additional feature or arrangements of HSE management not described in the response?	Yes	No	If “Yes” – please describe your additional HSE features or arrangement supported with documentary evidence.

We certify the accuracy of submitted data and declare our consent to participate in the bidding for performance of work in accordance with the HSE requirements.

13. Quality management/assurance/control- if applicable

1	Does your company have a written process or procedure to insure Quality Control in the craftsmanship or services provided by your staff? Company shall advise if it has a documented quality management system?
2	Company shall provide a copy of all current accreditation certification with respect to its quality management system. Company shall provide a copy of its QA/QC manual.
3	Do you have a staff person responsible for the quality control program?
4	Does your quality control program include internal audits of craftsmanship and services?
5	Do you carry out contract reviews? Describe the departments involved in reviewing and approving contracts.
6	Do you carry out design reviews? Is there a second level review of your designs before finalising and issue?
7	Quality in procurement (purchasing). Describe procedures.
8	Quality in production (process control). Describe.
9	Material control and traceability
10	Do you use ITP's (Inspection Test Plans) to control verification/inspection If so provide examples from recent projects.
11	How does your company provide control of measuring and test equipment (equipment calibration certification, etc.)
12	How does your company provide control of non-conforming product (materials, fabricated items).
13	Describe corrective actions your company implements that are a result of your company's quality auditing process.
14	Describe the procedures your company uses for handling, storage, preservation, packaging and delivery. (detail the procedures that are used).
15	Describe the procedures your company uses for document control and revision status - define the overall process.
16	Does your company have quality records on file?
17	Does your company provide product safety and workmanship guarantees? Describe the process your company uses for resolving design flaws, errors and omissions.

18	Company shall list and detail (title, issuing authority, purpose, effective date, expiry date) and provide legible copies of all permits, permissions, licenses and other official documents it (or its suppliers) consider will be required to execute work. Where such documents are required but not available or are within 6 months of their expiry date, company shall state what measures are being taken to obtain or revalidate those documents.
19	Company shall provide information regarding the Quality Management system of its chosen principal local supplier and how company intends to manage and develop the quality management processes within its local supplier Organization(s).

Adequacy of the data provided is hereby confirmed.

Authorized representative _____
(BIDDER's name)

(Position)
(Signature)
(Full name)

Seal here
(Date)

*****Questions asked in the questionnaire (Form 1), shall be linked with the tender evaluation criteria***

Attachment 1 to Form 1- List of Documents Required for Participation in Tender**List of Tender Documentation of Envelope A**

1. List of documents in the envelope (complete Form 9 and attach an electronic copy in MS Word on a CD-R).
2. BID (Form 2).
3. BIDDER's qualification data (Form 1).
4. Technical Proposal prepared in accordance with Technical Proposal Preparation Requirements (Form 3).
5. **Notarized** copies of certificates, permits and licenses required for performance of work that are the subject of the Tender.
6. Copies of documents that prove relationships in the context of performance of work/services/supplies between the BIDDER and its certified Subcontractors and copies of certificates of those Subcontractors.
7. **Notarized** copy of the BIDDER's Articles of Association.
8. **Notarized** power of attorney or a copy of the power of attorney issued to a person who has signed the BID (Form 2) empowering to assume obligations on behalf of the BIDDER if the person is not authorized to do so according to the BIDDER's Articles of Association.
9. **Notarized** copy of the BIDDER's certificate of registration as a legal entity.
10. **Notarized** copy of the BIDDER's tax registration certificate.
11. Copy of financial statements for the last three full years attested by the BIDDER: balance sheet, profit and loss statement, cash flow statement, audit report (or a written confirmation of the absence thereof) and breakdown of accounts payable and receivable. Financial statements shall be prepared and presented according to Romanian legislation (**audited or certified**). The COMPANY shall not be held liable for interpretation of the financial statements that are not in compliance with Romanian legislation (**audited or certified**).
12. Copy of financial statements for the last reporting period of the current year (Balance sheet, income and loss statement, cash flow report) attested by the BIDDER. Financial statements shall be prepared and presented according to Romanian legislation (**audited or certified**). The COMPANY shall not be held liable for interpretation of the financial statements that are not in compliance with Romanian legislation (**audited or certified**).
13. Certificate issued by the servicing bank on the availability, details and state of BIDDER's bank accounts.
14. Certificate of Corporate Ownership and Compliance (Form 10).
15. **ORIGINAL** Bid Bond according to Article 3.6 of the Instruction to BIDDERS.
16. Delivery/Work Execution Schedule (Form 7a).
17. Parent Company Guarantee (Form 5)-applicable if the BIDDER is a subsidiary or a part of a holding company.
18. Certificate of Endorsement of the Design Data (Form 12) - **applicable when the Company is obliged to hand over design data to a Contractor under the contract provisions**.
19. **ORIGINAL** authorization letter from a manufacturer in favour of the Bidder with confirmation that required scope of supply can be supplied by manufacturer or other documentary evidence of that statement (e.g. Letters of Intent, frame agreements etc) - **applicable to EPC and supply contracts**.

20. Comments (if any) on the Draft CONTRACT.

When the BIDDER is represented by a Consortium, the above documents (except for items 2, 4, 8, 15, 16, 17) shall be submitted for each partner separately (in a separate folder). A copy of the Consortium agreement shall be provided as specified in paragraph 1.3.2.

The documents listed in items 2, 4, 8, 15, 16, 17 shall be submitted by the Leading Partner on behalf of all Consortium members. The technical proposal shall clearly delineate the scope of responsibilities and work between Consortium partners.

IMPORTANT!!!

Documents of Envelope A shall contain NO information on the BID cost. All prices, rates and final amounts forming the BID shall be contained only in the documents of Envelope B. If this condition is not observed, the BIDDER shall be DISQUALIFIED.

List of Tender Documentation of Envelope B

1. Commercial Proposal (Form 7).

IMPORTANT!!! Please strictly follow the rules below for preparing of Envelopes “A” and “B” and their contents:

1. Lists of the contents shall be included in Envelopes A and B according to the sequence of documents in order of their presentation.
2. All documents in each envelope shall be bound into one folder and stitched. Stitching of contents of each of Envelope A and B by parts is not allowed.
3. Contents of each of Envelope A and B shall be continuously numbered. Numbering of contents by parts is not allowed.
4. Numbering shall be made with a blue ink pen, not a pencil.
5. Total number of pages shall be stated in the place of stitching.
6. Place of stitching shall be sealed by the BIDDER and signed by the BIDDER's authorized person who has signed the BID.
7. All pages of the BID shall be initialed by the BIDDER's authorized person or persons who have signed the BID.
8. **ORIGINAL Bid Bond shall be put into Envelope A separately (not stitched with the folder), shall be neither initialed nor numbered.**
9. The external and internal envelopes shall be made of nontransparent material (cardboard, paper, etc.), shall not be damaged, cut, torn; junctures and joints shall be glued, sealed and scotch taped.

TO BE MADE ON THE BIDDER’S LETTERHEAD

Form 2

(e) BID

No. _____ date _____

To: **LUKOIL Overseas Atash B.V.**

Address: (specify legal address of the COMPANY)

Being authorized to represent and act on behalf of _____ (hereinafter referred to as the BIDDER), and having also thoroughly examined the whole information provided in the Tender Documentation for Tender ATA/001/06-13/001 : Data Center for the **National Agency for Mineral Resources**, we, the undersigned, hereby submit a BID for the Data Center for the **National Agency for Mineral Resources**.

We agree to abide by the provisions of this BID within one hundred twenty (120) days following the deadline date of BID submission as specified in Instruction to BIDDERS. This BID shall remain binding upon us and may be accepted by you at any time within the specified period.

We have considered the draft CONTRACT and confirm unconditional acceptance of this form of the CONTRACT prepared by **LUKOIL Overseas Atash B.V.** to be concluded with the Preferred BIDDER.

This BID, including our Commercial Proposal and your written Letter of Acceptance, shall be a contract binding between the parties until the CONTRACT is signed.

We understand and agree that you are not bound to accept the lowest of any of the BIDS you may receive.

We confirm that we took into account Notices to the BIDDERS No. ____, etc.

Your organization or its authorized representatives are hereby authorized to make inquiries and investigations with the purpose of reviewing statements, documents and information submitted in relation to this Tender, and to seek clarifications from our bankers and clients related to financial and technical issues. This BID is also a permit for any person or authorized representative of any institution referred to in this BID to provide any information, which you may deem necessary to verify statements and data contained in this BID or related to our resources, experience and competence.

This BID is submitted with acceptance of the fact that the possibility of the CONTRACT award depends on the results of verification of all data provided by the BIDDERS as of the date of the Tender.

Your organization reserves the right to reject or accept the BID, discontinue the Tender and reject all BIDS. **Your organization shall not be held liable** for such actions, and shall not be obliged to inform the BIDDERS of their reasons.

We also declare that we, including our subcontractors are not and were not in the past related directly or indirectly to a consulting company or another company that took part in preparation of the Tender Documentation for this Tender.

The undersigned certify that the statements and data provided in the BID are complete, exact and true in all details.

Authorized representative _____ Seal here
(BIDDER’s name)

(Position)

(Signature)

(Full name)

Form 3**Technical Proposal Preparation Requirements**

The Bidders shall prepare technical proposals on the basis of the purpose, scope and time of performance of works that are the subject of the Tender.

Technical proposals shall include description of technical aspects applied for performance of works with itemization of basic equipment, software, etc. sufficient to allow the COMPANY to decide whether the Bidder is capable of performing the works according to requirements set forth in the Tender Documentation.

The technical proposal shall describe SCOPE OF WORK to be performed under the CONTRACT which is described in the **Chapter V** for the tender **Data Center for the National Agency for Mineral Resources**.

The presented documents should confirm that the work will be carried out according to standard requirements set out in the tender documents, that a contractor/subcontractor has relevant experience at design, delivery, installation, start-up and commissioning, a contractor has experience and appropriate personnel, has enough equipment and tools of an appropriate level, enough specialists with an appropriate qualification and appropriate work experience, software and hardware.

Form 4

Bid Bond (Bank Guarantee) Form

To: LUKOIL MID-EAST LIMITED

(f) Whereas _____

(the BIDDER) has submitted a BID dated _____ for the provision of a Data Center for the **National Agency for Mineral Resources in Romania**, (hereinafter referred to as the BID), notice is hereby given that we, _____, having our registered office at _____ (hereinafter referred to as the Bank), assume liability before **LUKOIL Overseas Atash B.V.** (hereinafter referred to as the COMPANY) for the amount of USD **\$20,000.00 (twenty thousand dollars)**, which the Bank hereby binds itself and its successors to pay irrevocably and unconditional in favor of the COMPANY by the first written demand of the COMPANY with account of Commitment Terms and Conditions below.

Sealed by the above Bank on _____ 2013.

Commitment Terms and Conditions:

- a) If, after BID opening, the BIDDER withdraws its BID within its term of validity specified in the BID Form; or
- b) If the BIDDER having been notified that it has been awarded the CONTRACT by the COMPANY, within the period of validity of its BID fails or refuses to sign the CONTRACT according to requirements specified in Instructions to BIDDERS, or
- c) If the BIDDER does not agree to adjustment of the BID price as specified in item 5.5 of Instructions to BIDDERS, the Bank undertakes to pay the COMPANY the above amount upon receipt of its first written request without demanding from the COMPANY to provide a ground for this request.

This Guarantee shall be valid during thirty (30) days inclusive after the BID expiry as required by Instructions to BIDDERS, or a term extended by the COMPANY, and the Bank waives the right to receive the Notice on such a term extension (extensions). Any request regarding this guarantee shall be delivered to the Bank on or before **XX.XX.201X** (*the date to be specified shall be equal to one hundred fifty (150) calendar days after bid submission deadline*).

(Date)_____
(Signature, seal of the Bank)**IMPORTANT!!!**

1. The Bid Bond (Bank Guarantee) shall be provided as an **ORIGINAL ON THE BANK'S LETTERHEAD** and put in Envelope A.
2. The Bid Bond (Bank Guarantee) shall be issued from a bank with a **Standard and Poor's or Moody's credit rating of minimum BBB- or the equivalent rating of Fitch Ratings of minimum Baa3.**

If these conditions are not observed, the BIDDER may be DISQUALIFIED.

Applicable if the BIDDER is a subsidiary or a part of a holding company.

Form 5

TO BE MADE ON THE GUARANTOR’S LETTERHEAD PAPER

**PARENT COMPANY GUARANTEE: TENDER ATA/001/06-13/001
FOR _____**

THIS GUARANTEE is made on **(INSERT DATE OF BID SUBMISSION)**
by **(INSERT NAME OF PARENT COMPANY)** whose registered
office is situated at

.....
.....
(INSERT FULL ADDRESS) (hereinafter referred to as the "GUARANTOR") in favour of
LUKOIL Overseas Atash B.V. Branch Bucharest, whose registered office is
situated at: Elena Vacarescu Street, 6, Parter, District 1, Bucharest, Romania,
(hereinafter referred to as the “COMPANY”).

and

WHEREAS _____ whose registered office is _____ (hereafter
referred to as the “BIDDER”) has submitted an offer in response to COMPANY’S
Invitation to Tender ATA/001/06-13/001 for a **Data Center for the National Agency
for Mineral Resources**, said GUARANTOR has agreed to guarantee (hereinafter
referred to as the “GUARANTEE”) the due performance of the Contract (hereinafter
referred to as the “CONTRACT”) for said Subject of the Tender by said BIDDER in
the manner described hereinafter.

NOW IT IS HEREBY AGREED AS FOLLOWS:

a.1. GUARANTEE and Indemnity

**(g) In consideration of COMPANY entering into the CONTRACT with
BIDDER, GUARANTOR by way of primary obligation:-**

(a) irrevocably and unconditionally guarantees to COMPANY the due and
punctual performance and observance by BIDDER of each and all the
duties, obligations, covenants, warranties and undertakings of BIDDER
under and pursuant to the CONTRACT (which includes the duties,
obligations, covenants, warranties and undertakings of any sub-BIDDER
under any subcontract) when such duties, obligations, covenants warranties
and undertakings or any part of them shall become due and performable
according to the terms of the CONTRACT ;

(b) covenants with and undertakes to COMPANY fully to perform and
observe such duties, obligations, covenants, warranties and undertakings if
BIDDER shall fail in any respect to perform and observe the same ; and

(c) (without prejudice to the generality of the foregoing) covenants with
and undertakes to COMPANY on the first demand of COMPANY
(provided that COMPANY has notified BIDDER of the nature of the
default for which the demand is to be made) to pay and make good to
COMPANY forthwith (and fully to indemnify COMPANY from and
against) any losses, costs, claims, damages, proceedings and expenses
occasioned to or suffered by COMPANY arising directly or indirectly out

of or by reason of any default of BIDDER in respect of any of the said duties, obligations, covenants, warranties and undertakings of CONTRACTOR under and pursuant to the CONTRACT.

a.2. Preservation of Rights

- (h)** 2.1 The obligations of GUARANTOR contained in this GUARANTEE shall be in addition to and shall be independent of any other security which COMPANY may at any time hold in respect of any of the obligations of BIDDER under the CONTRACT.
- (i)** 2.2 GUARANTOR shall not be exonerated from its liability under this GUARANTEE nor shall such liability nor the rights powers and remedies conferred upon COMPANY be lessened, impaired, discharged or otherwise affected by :-
- (a)** any of the obligations of BIDDER under the CONTRACT being or becoming illegal, invalid, void, voidable, unenforceable or ineffective in any respect;
 - (b)** the bankruptcy, insolvency, liquidation, re-organisation, dissolution, amalgamation, reconstruction or any analogous proceeding relating to BIDDER or any change in the status, function, control, or ownership of BIDDER ;
 - (c)** any amendment to or variation of the CONTRACT (whether or not such amendment or variation shall increase the liabilities of BIDDER thereunder or GUARANTOR hereunder) or by time being given to BIDDER by COMPANY or by any concession, arrangement or other indulgence being granted or made or agreed to be granted or made by COMPANY to or with BIDDER in respect of its obligations under the CONTRACT or by anything that COMPANY or BIDDER may do or omit or neglect to do (including but without limitation the assertion or failure or delay to assert any right or remedy of COMPANY or the pursuit of any rights or remedies by COMPANY or the giving by BIDDER of any security or the release modification or exchange of any such security) which but for this provision might exonerate GUARANTOR ; or
 - (d)** any other act, event or omission which but for this clause might operate to discharge, impair or otherwise affect any of the obligations of GUARANTOR under this GUARANTEE or any of the rights powers or remedies conferred upon COMPANY by this GUARANTEE or by LAW.
- (j)** 2.3 COMPANY shall not be obliged before enforcing any of its rights or remedies conferred upon it by this GUARANTEE or by LAW to :-
- (1.a)** take any legal proceedings or action or obtain any judgment against the CONTRACTOR in any Court;
 - (1.b)** make or file any claim in any bankruptcy liquidation winding-up or dissolution of the CONTRACTOR; or
 - (1.c)** pursue or exhaust any other right or remedy against the CONTRACTOR ; and

the liabilities of GUARANTOR under this GUARANTEE may be enforced irrespective of whether any legal proceedings are being or have been taken against CONTRACTOR and the terms of this GUARANTEE shall be a continuing guarantee and shall remain in full force and effect until each and every part of the duties, obligations, covenants, warranties and undertakings on the part of CONTRACTOR under and pursuant to the CONTRACT shall have been discharged and performed in full.

3. Assignment

COMPANY may at any time without the consent of the GUARANTOR assign the benefit of this GUARANTEE and COMPANY'S rights, interest and benefit hereunder to any person to whom it assigns the CONTRACT.

4. Partial Invalidity

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions hereof nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

5. Law

This GUARANTEE shall be governed by English law.

6. Jurisdiction

Any dispute arising from or connected with this GUARANTEE shall be resolved in accordance with relevant Article of the CONTRACT; said Article being hereby incorporated herein by reference thereto and with any necessary amendments.

IN WITNESS whereby the GUARANTOR hereto has caused this GUARANTEE to be executed the day and year first above written in accordance with their respective laws.

**AUTHORISED SIGNATURE OF
GUARANTOR :-**

WITNESSED BY :-

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Commercial Proposal

**for performance of work for LUKOIL Overseas Atash B.V.
for the Tender ATA/001/06-13/001 “Data Center for the National Agency for Mineral Resources”**

PROPOSED COSTS

№	Description of Work	Relevant Technical Specifications No.	Quantity	Unit of Measure	Unit Price (USD)	Total Amount (USD)
1.	ENGINEERING	--	--			
1.1	Review existing systems/ Improve system needs & analyses	2				
1.2	Project Management	5.3; 5.4				
	Subtotal Line Item No.1					
2.	PROCUREMENT	--	--			
2.1	HARDWARE	--	--			
2.1.1	Server for management solution of physical and virtual infrastructure	4.6.1	1	piece		

№	Description of Work	Relevant Technical Specifications No.	Quantity	Unit of Measure	Unit Price (USD)	Total Amount (USD)
2.1.2	Server for centralized backup solution	4.6.2	1	piece		
2.1.3	Server for database from the DataCenter	4.6.3	2	piece		
2.1.4	Server for virtual infrastruttura from DataCenter	4.6.4	3	piece		
2.1.5	Server for database from DMZ	4.6.5	1	piece		
2.1.6	Server for virtual infrastructure from DMZ	4.6.6	2	piece		
2.1.7	Server for HTTP from DMZ	4.6.7	1	piece		
2.1.8	Server for Portal solution	4.6.8	1	piece		
2.1.9	Server for reporting and analyzing solution	4.6.9	1	piece		
2.1.10	Server database for Portal solution	4.6.10	1	piece		
2.1.11	Switch Ethernet	4.6.11	3	pieces		
2.1.12	Rack	4.6.12	2	pieces		
2.1.13	Consola KVM	4.6.12	2	pieces		

№	Description of Work	Relevant Technical Specifications No.	Quantity	Unit of Measure	Unit Price (USD)	Total Amount (USD)
2.1.14	Switch KVM	4.6.12	2	pieces		
2.1.15	UPS	4.6.13	2	pieces		
2.1.16	Switch Fiber Canel	4.6.14	2	pieces		
2.1.17	Data storage	4.6.15	1	piece		
2.1.18	Tapes library	4.6.16	1	piece		
2.1.19	Workstation	4.7.1	125	pieces		
2.1.20	Display	4.7.2	125	pieces		
2.1.21	Portable workstation	4.8	5	pieces		
2.1.22	Monochrome Multifunction Device	4.9.1	7	pieces		
2.1.23	Color Multifunction Device	4.9.2	1	piece		
Subtotal Line Item No.2						
2.2	<i>SOFTWARE</i>	--	--			
2.2.1	Licenses for Registry module	3.5	120			

№	Description of Work	Relevant Technical Specifications No.	Quantity	Unit of Measure	Unit Price (USD)	Total Amount (USD)
2.2.2	Licenses for electronic messaging (e-mail communication) solution	4.2	120			
2.2.3	Licenses for centralized back-up solution	4.5	3 TB			
2.2.4	Licenses for physical and virtual infrastructure management solution	4.4	2 cpu			
2.2.5	Licenses for infrastructure monitoring solution	4.3	10 cpu			
2.2.6	Licenses for electronic messaging (e-mail communication) monitoring solution	4.2	120			
2.2.7	Licenses for restoration solution of electronic messaging solution	4.2	120			

№	Description of Work	Relevant Technical Specifications No.	Quantity	Unit of Measure	Unit Price (USD)	Total Amount (USD)
2.2.8	Licenses for monitoring solution of director application	4.1.1.1	120			
2.2.9	Licenses for restoration solution of director application	4.1.1.2	120			
2.2.10	Licenses for Portal Solution	3.11	120/ unlimited			
2.2.11	Licenses for Reporting and Analyzing Solution	3.14	5			
2.2.12	Licenses for management and monitoring of database	4.3	12 core			
2.2.13	Licenses for applications monitoring	4.3	12 core			
2.2.14	Licenses for database management system type enterprise	3.3	2cpu/ 12core			
2.2.15	Licenses upgrade and maintenance for Geomedia Webmap	3.4	1			

№	Description of Work	Relevant Technical Specifications No.	Quantity	Unit of Measure	Unit Price (USD)	Total Amount (USD)
2.2.16	Licenses upgrade and maintenance for Geomedia Professional	3.4	5			
	Subtotal Line Item No.3					
3.	CONSTRUCTION (Set-up, configure, installation)	--	--			
3.1	<i>HARDWARE AND SOFTWARE - SET-UP, CONFIGURE, INSTALLATION</i>	5.1.2				
3.2	<i>SOFTWARE APPLICATIONS/ SOLUTIONS - SET-UP, CONFIGURE, INSTALLATION</i>	5.1.2				
	Subtotal Line Item No.4					
4.	DEVELOP AND DOCUMENT NEW JOB AND WORK PROCESSES	--	--			

№	Description of Work	Relevant Technical Specifications No.	Quantity	Unit of Measure	Unit Price (USD)	Total Amount (USD)
4.1	<i>SOFTWARE APPLICATIONS DEVELOPMENT</i> <i>(programming, upgrading, integration, testing)</i>	--	--			
4.1.1	Open Magic solution	3.2				
4.1.2	Petrol solution	3.3				
4.1.3	GIS sistem	3.4				
4.1.4	Registry Module	3.5				
4.1.5	Legal Information Module	3.6				
4.1.6	LG module	3.7				
4.1.7	NAMR geo-portal	3.8				
4.1.8	Investor Information Module	3.9				
4.1.9	Public-administrative information Module	3.10				
4.1.10	Portal solution/ platform and the related database	3.11				

№	Description of Work	Relevant Technical Specifications No.	Quantity	Unit of Measure	Unit Price (USD)	Total Amount (USD)
4.1.11	CTI module	3.12				
4.1.12	Central database system	3.13				
4.1.13	Reporting and analysis solution	3.14				
	Subtotal Line Item No.5					
4.2	INFRASTRUCTURE SOFTWARE DEVELOPMENT	--	--			
4.2.1	Directory solution	4.1				
4.2.2	E-mail communication (messaging solution) solution	4.2				
4.2.3	Management and monitoring for databases, applications and infrastructure solution	4.3				
4.2.4	Physical and virtual infrastructure management solution	4.4				

№	Description of Work	Relevant Technical Specifications No.	Quantity	Unit of Measure	Unit Price (USD)	Total Amount (USD)
4.2.5	Centralized backup solution for operating systems, applications, databases	4.5				
Subtotal Line Item No.6						
5.	TRAINING	5.2				
Subtotal Line Item No.7						
6.	DATA CENTER TESTING	5.1.2				
Subtotal Line Item No.8						
7.	COMMISSIONING AND START-UP	5.1.2				
Subtotal Line Item No.9						
8	TECHNICAL SUPPORT SERVICES	5.5				
Subtotal Line Item No.10						

№	Description of Work	Relevant Technical Specifications No.	Quantity	Unit of Measure	Unit Price (USD)	Total Amount (USD)
<p style="text-align: center;">GRAND TOTALS (Subtotal Line Item No.1 + Subtotal Line Item No.2+ Subtotal Line Item No.3 + Subtotal Line Item No.4 + Subtotal Line Item No.5 + Subtotal Line Item No.6 + Subtotal Line Item No.7 + Subtotal Line Item No.8 + Subtotal Line Item No.9 + Subtotal Line Item No.10)</p>						

Authorized representative _____
 (Bidder's name)

(Position)
(Signature)
(Full name)

(Date)

Seal here _____

SCHEDULE OF UNIT RATES

A Bidder is to fill in the prices for each type of work in accordance with instructions provided.

Note:

The Unit Rates and Prices contained in this Schedule may be used, at the sole discretion of the COMPANY, to value VARIATIONS.

The Unit Rates shall be fixed and shall be all-inclusive, representing the total remuneration to Bidder for work authorised by VARIATION, inclusive of all overheads and profit. Bidder acknowledges that the rates shall be deemed to include all work required to complete the operation described whether specifically mentioned in the description or not.

The rates and prices shall include for supplying all consumables, jointing materials, fixing materials and like items and shall be equally applicable to small or large quantities. All measurement shall be net and, at the COMPANY's option from the drawings or as fixed in position, with no allowance for waste.

Clarifications to Form 7

1. Quotes to be offered by the Bidder should include the following:
 - Bidder`s salary and related taxes;
 - Material, software and equipment costs;
 - transportation expenses;
 - travel expenses of Bidder employees;
 - consulting services (as required);
 - any other direct or indirect costs and expenses which ever may be required for duly execution of the Contract.
2. Bidder can itemize stages with types of work and with their price (additional sub-items can added), and in such case numeration of items in Form 7 shall not be changed.
3. The items, for which no unit and total price is specified by a Bidder, shall not be paid for by the COMPANY upon their supply. It is assumed that they shall be covered by rates and prices for other items specified in Form 7.
4. Form 7 shall be filled in according to instructions provided inside the form and in the Tender Documentation.
5. Bidders shall submit Form 7 in a hard copy without any corrections.
6. Every page of the Bid, positions and items where relevant marks or corrections have been made by way of sending an official Notice to Bidders shall be attested by a person authorized to sign the Bid.

(BIDDER's name)

_____	_____	_____
(Position)	(Signature)	(Full name)
	Seal here	_____
		(Date)

Work Execution Schedule

“Engineering, procurement and construction of the Data Center”

1. Requirements for work program schedule development

This section describes the requirements for development of Work Program Schedule by the Bidder. This Work Program Schedule shall be used as Contract Schedule after signing of the Contract.

Completion deadline for performance of works - **31 October 2014**.

Description of KEY MILESTONES

Requirements for WORK Program Schedule development

Each task shall be numbered as well as it shall contain information with regard to duration and forecasted commencement and completion dates identified in days.

TO BE MADE ON THE BIDDER'S LETTERHEAD PAPER

Form 8

No. _____ dated _____

To: **LUKOIL Overseas Atash B.V.**

Confirmation of Participation in Tender

Dear Mr _____,

Tender ATA/001/06-13/001

Subject of Tender: **Data Center for the National Agency for Mineral Resources**

We hereby confirm the receipt of a full set of Tender Documentation for the Tender ATA/001/06-13/001 and guarantee confidentiality of these documents.

Having reviewed terms and conditions of the Tender above, we confirm that (**delete as appropriate*):

* we intend to submit the BID prepared in good faith under this Tender by the established time.

**or* we do not intend to submit the BID due to (*specify a reason*).

Full legal name of the BIDDER _____

We provide a contact person for inquiries related our participation in this Tender:

Full name:	
Position:	
Telephone:	
Fax:	
Mobile phone:	
Main e-mail:	
Alternative e-mail:	

Authorized representative _____
(BIDDER's name)

(Position)

(Signature)

(Full name)

Seal here

BIDDER to complete the CERTIFICATE OF CORPORATE OWNERSHIP & COMPLIANCE strictly following the format as per template attached herein:

CERTIFICATE OF CORPORATE OWNERSHIP & COMPLIANCE

This Certificate of Corporate Ownership and Compliance is provided to **(specify name of the COMPANY)** and hereby confirms the following in relation to *[insert your Company Name here]*:

Full company name: _____

Country & Date of Incorporation: _____

Registered Number: _____

Registered Address: _____

Details of Directors and Officers *[please continue on a separate sheet if required]*

Full Name	Date of Birth	Position & Date of Appointment

Details of Shareholders/Ownership *[please continue on a separate sheet if required]*

Full Name (Individual/Corporation)	Date of Birth/ Registered No.	Details of Shareholding/ Ownership %
Total		100.00%

Declaration of Compliance

I *[insert your full name]* as *[insert your position in your Company]* having relevant legal authority hereby confirm and warrant to the best of my knowledge and belief, that in relation to any potential or actual business involvement or dealing with **LUKOIL Overseas Atash B.V.** and representatives acting on its behalf :-

1. Have fully disclosed to **LUKOIL Overseas Atash B.V.**, any immediate family relationships by blood or marriage between any of its representatives and any Public Official (being any person (whether appointed or elected) holding a legislative, administrative or judicial office, including any person employed by or acting on behalf of a public agency, a public enterprise (including any officer or employee of a state-owned or state-operated entity) or a public international organization or any political party or political party official or candidate for office) which has or could reasonably be expected to have an influence on its involvement with **LUKOIL Overseas Atash B.V.** shall notify **LUKOIL Overseas Atash B.V.**, if any such relationship arises and shall promptly take all such steps as may be necessary and/or requested by **LUKOIL Overseas Atash B.V.** to ensure the same does not give rise to any conflict of interest or breach of applicable law; and

2. Have not made, offered, or authorized and will not make, offer, or authorize, any payment, gift, promise or anything of value or advantage, whether directly or through any other person or entity, to or for the use or benefit of: (i) any Public Official or any political party or political party official or candidate for office, or (ii) any officer, director, employee, agent or representative of any person or entity as an inducement or reward for taking or omitting to take any action in respect of such person’s or entity’s business or affairs, in either case where such payment, gift, promise or advantage would violate any applicable law; and

3. I confirm that no agent or intermediary has been used or retained in connection with the award of any contract by **LUKOIL Overseas Atash B.V.** to *[insert your Company Name here]*; and

4. I confirm that the details of the directors and officers and shareholders/owners set out in this certificate are accurate, full and complete as at the date of this certificate and that none of the same are Public Officials and that to the best of my knowledge and belief none of the shareholders / owners detailed in this certificate are owned or controlled directly or indirectly by Public Officials or that any Public Official has any direct or indirect legal or beneficial interest in *[insert your Company Name here]*.

Signed: _____ Date: _____

Request for Pre-BID Clarifications

Tender ATA/001/06-13/001 for the Data Center for National Agency for Mineral Resources

Question #	Reference to the Tender Documentation		Bidder's Question	Company's Answer	
	Chapter	Schedule/Section/Clause No.	Subject		
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Company name:

Position:

Date:

Signature

Note: this form has to be submitted by Bidders during pre-BID communications both in PDF and editable (MS Word) formats.

CERTIFICATE OF ENDORSEMENT OF DESIGN DATA

REFERENCE & PARTICULARS OF CONTRACT:-

CONTRACT N°: dated the

by and between **LUKOIL Overseas Atash B.V.** (hereinafter referred to as the COMPANY) and..... (hereinafter referred to as the CONTRACTOR) in respect of the Contract for the **Data Center for National Agency for Mineral Resources.**

We, the aforementioned CONTRACTOR, hereby affirm and declare that:-

1. Pursuant to the provisions of sub-article ____ of the CONTRACT we have read carefully all of the documents contained within Section ____ and defined under said sub-article ____ as being the DESIGN DATA for the WORK (and said documents including and incorporating those provisions arising out of the technical clarifications of the tender) and we are satisfied with the quality, quantity and degree of detail of said documents.

2. We confirm that we have checked said documents for ourselves and found them to be clear of any errors, omissions, deficiencies, contradictions and/or discrepancies of whatsoever nature and that said documents are perfectly fit for their intended purpose as the DESIGN DATA for the WORK.

3. We confirm that we endorse and take upon ourselves full technical and commercial responsibility associated with said documents and accept the same responsibility to the COMPANY in respect of said documents as if we ourselves had prepared said documents.

4. Pursuant to the provisions of sub-article ____ of said Section ____ we confirm that said documents are perfectly suitable as a basis for our scope of the WORK under the CONTRACT and we commit ourselves not to question said documents at any time.

5. We confirm that we waive any right of recourse whatsoever against COMPANY in respect of said documents.

DATE:

Signed by :

In the capacity of :

Duly authorised to sign for and on behalf

of : (The CONTRACTOR)

TO BE MADE ON THE BIDDER’S LETTERHEAD PAPER

Form 13

Data Center for the National Agency for Mineral Resources

№	Date & Time of the Trip	Vehicles Details (Make, Model, Registration number)	Name of the Visitor	Destination and Objective. Duration of Stay.	Passport

Company name:

Drafted by:

Date:

Signature:

Clarifications on site visit procedure:

During the tender proposal preparation period, according to Clause 1.7, Chapter III of the Tender Documentation, Bidder is recommended on its own responsibility to visit and examine the contract area and adjacent premises, and obtain all the information that it may need to prepare a Bid and sign the Contract. Site Visit costs shall be borne by the Bidder. However, the Company may assist Bidder by transmitting Bidder’s request for site visit to SOC only. For this purpose, Bidder shall submit the Company the following:

- Site Visit Request (Form 13) where the visiting date shall be equal to or not less than 7 days after submission of the Request. Site Visit Request shall be prepared on Bidder’s letterhead signed by authorized person.

The below Identification documents are mandatory and shall be copied on one sheet

For (specify country of project) Citizens:

- ID Card (color copy);
- Registration at place of residence (color copy);
- Certificate of citizenship (color copy);
- Or any other documents required particularly to the country of project.

For Foreign Citizens:

- A copy of the Passport page with photograph (color copy);
- Or any other documents required particularly to the country of project

For Vehicles:

- A color copy of Technical Passport, including the chassis number, engine number, etc;
- For vehicles that have permitted a temporary customs clearance: a copy of travel permit and a copy of its extension (color copy);
- Or any other documents required particularly to the country of project

Note: If the names of visitors (passengers and drivers as well) or vehicle numbers when checked at the checkpoint do not coincide with the information mentioned in Site Visit Request, the entry to the contract area will be prohibited.

Chapter IV**DRAFT CONTRACT**

This Tender Documentation is accompanied by the Draft CONTRACT.

The BIDDERS shall prepare and submit the BID based on unconditional acceptance of the terms and conditions of the Draft CONTRACT, being an integral part of the Tender Documentation.

Qualifications submitted by the BIDDERS to the Draft CONTRACT should be limited to correction of typos or mistakes (such qualifications hereinafter referred to as “Minor Qualifications”). Any statement or qualification included in the BID submitted by the BIDDER, which modify or may be construed to modify the scope of work, liabilities, indemnities and risks allocation, payment terms or commercial terms of the Draft CONTRACT, and/or adversely affects or limits the COMPANY's ability to utilize competitive approach to the BIDS evaluation (hereinafter referred to as “Substantive Qualifications”) may be rejected and may result in disqualification of such BID.

ATTENTION!!!

Any and all qualifications (comments, statements etc.) to the Draft CONTRACT, should they be Minor or Substantive Qualifications, must be submitted in Envelope A only. Any such qualifications (comments, statements etc.) submitted in Envelope B shall be considered null and void and shall not be taken into consideration by the Company.

Chapter V

Scope of Supply/Work/Services

The Scope of Supply/ Work/ Services under the current Tender for the **Data Center for the National Agency for Mineral Resources** is presented in Technical Specifications, attached to these bidding documents, and will form a Section to the Draft CONTRACT.

**CHAPTER VI
ADMINISTRATIVE PROCEDURE**

ARTICLE 1 – GENERAL

1.1. Introduction

This Section describes the procedures that shall be used by COMPANY and CONTRACTOR in administering the CONTRACT.

1.2. Contractor Procedures

CONTRACTOR shall ensure that where detailed procedures are not set out in this Section, such procedures necessary to complete the WORK shall be developed by CONTRACTOR and agreed by COMPANY.

CONTRACTOR shall, where necessary, adapt its own procedures in order to accommodate COMPANY’S requirements as prescribed herein or as may be varied by the provisions in this Section.

The procedures should be compiled to fulfill the requirements of the CONTRACT. A procedure submission schedule shall be developed following EFFECTIVE DATE.

ARTICLE 2 – ADMINISTRATION

2.1. Correspondence

2.1.1. General

All correspondence (letter or facsimile) shall bear the following headings:

- From
- To
- Copy to
- Date
- Project name:
- CONTRACT Number
- CONTRACT Title

Correspondence Ref. No (Chronological reference number) numbering system shall be agreed with the Company

Security/Confidentiality Classification.....

Subject

Each letter shall be restricted to addressing only one topic or subject.

All technical documentation referred to or attached shall have the respective document number and revision status.

All letters shall be on headed paper and signed by respective nominee.

All correspondence shall be date stamped on receipt.

2.1.2. Correspondence with THIRD PARTIES

COMPANY shall on all matters pertaining to the WORK:

- a) Act as prime initiator and co-coordinator of contact with Government authorities/agencies, other contractors working for COMPANY and THIRD PARTIES except where CONTRACTOR is legally required to liaise directly or is otherwise instructed by COMPANY.
- b) Provide appropriate procedures to be used for any contact with such external authorities/agencies and external bodies.
- c) Arrange for technical representation for meetings with Government authorities/agencies and certification bodies when required.

2.1.3. Correspondence registers

The CONTRACTOR shall maintain a chronological register of all incoming and outgoing correspondence received or sent out in connection with the CONTRACT and shall advise COMPANY weekly of any outstanding correspondence in need of urgent attention.

2.1.4. COMPANY REPRESENTATIVE

Name _____
 Position _____
 Telephone number _____
 Fax number _____
 Mobile number _____
 Electronic Mail _____
 Mail Address _____

2.1.5. CONTRACTOR REPRESENTATIVE

Name _____
 Position _____
 Telephone number _____
 Fax number _____
 Mobile number _____
 Electronic Mail _____
 Mail Address _____

2.2. Meetings

2.2.1. General

Regular meetings between COMPANY and CONTRACTOR shall be held on dates set by COMPANY and as often as is necessary for the purpose of keeping all parties fully informed with respect to the progress of the WORK and for discussing technical subjects and resolving such problems as may arise in the execution of the WORK. COMPANY shall advise the scheduling of meetings, but as a guide a progress meeting will be held each week.

Monthly meetings shall be held to allow CONTRACTOR to present and discuss the monthly and overall status of the WORK. COMPANY or CONTRACTOR shall make available for these meetings any personnel that COMPANY or CONTRACTOR requests to attend.

Technical Documents for discussion, photographs and progress report narratives, together with other relevant documents shall be submitted by the CONTRACTOR at least 2 (two) working days in advance of the meeting or at such time as may reasonably be requested by COMPANY.

CONTRACTOR shall submit agenda items to the COMPANY REPRESENTATIVE 24 (twenty four) hours in advance of the weekly meetings and 5 (five) working days in advance of the monthly meeting.

In addition other formal meetings (e.g. at discipline or COMPANY/CONTRACTOR REPRESENTATIVE level) shall be held when deemed necessary by COMPANY.

CONTRACTOR shall be prepared to attend meetings when advised by COMPANY at locations other than a work site.

2.2.2. Minutes

CONTRACTOR shall submit a format/proforma of the minutes of meetings for the approval of COMPANY.

The Minutes shall be sequentially numbered and shall carry the following information on the front pages:

- a) Date of issue
- b) Sheet number and total number of sheets
- c) Circulation list
- d) Contract number
- e) Name of CONTRACTOR
- f) Subject (brief but explanatory title)
- g) Venue and date of meeting
- h) Personnel in attendance
- i) Minutes distribution

The right hand margin of the Minutes should be headed "action" and the party responsible for taking action should be shown for each item. Whenever possible the action list and significant decisions should be agreed before the meeting ends.

When resolution of issues is not possible at the meeting, or where the matter requires some action on the part of the CONTRACTOR or COMPANY, then this shall be indicated in the minutes. The CONTRACTOR and COMPANY shall subsequently respond in writing providing the necessary information and/or confirming the course of action, as appropriate.

Meetings shall be minuted by the CONTRACTOR (unless COMPANY otherwise advises) and the minutes of each meeting shall be submitted to the COMPANY REPRESENTATIVE within 48 (forty-eight) hours of completion of the meeting. Following approval of the minutes by COMPANY, the CONTRACTOR shall provide 2 (two) copies of the minutes to the COMPANY REPRESENTATIVE.

2.2.3. Subcontract meetings

COMPANY reserves the right to attend any meetings arranged by the CONTRACTOR with its SUBCONTRACTORS, in order to ensure that the WORK is completed in accordance with the CONTRACT. Attendance by COMPANY shall in no way relieve the CONTRACTOR of any of its responsibilities as set out in the CONTRACT.

The CONTRACTOR shall advise COMPANY by giving 5 (five) working days written notice of all such meetings and minutes shall be compiled by the CONTRACTOR and issued to an agreed distribution within 3 (three) working days of the date of the meeting.

2.2.4. Meetings with THIRD PARTY

CONTRACTOR shall submit to the COMPANY at the end of each week a list of all meetings concerning the WORK, which the CONTRACTOR intends to hold with third parties during the following week. The COMPANY shall inform the CONTRACTOR which of such meetings the COMPANY requires to attend. Minutes of all meetings held by the CONTRACTOR shall be made available to the COMPANY on request.

2.3. Reports

The CONTRACTOR shall provide accurate reports of the progress of the WORK and the cost information as required by the provisions of this Section and shall highlight all trends that may impact on CONTRACT schedule and/or CONTRACT PRICE. The reports shall include explanations for any deviations, proposals for remedial action, together with any revised plans, schedules and projections, as may be required by COMPANY.

2.4. Personnel administration and KEY PERSONNEL

The KEY PERSONNEL are listed in Appendix V G hereto, together with the applicable rates of liquidated damages in the event of any replacement or non-availability of such KEY PERSONNEL in breach of CONTRACTOR's obligations under **Article 16.3 of Section II – CONDITIONS OF CONTRACT**.

The CONTRACTOR'S project organisation chart(s) specifying the job titles and organization structure shall be provided by the CONTRACTOR and set out in **Appendix V F**.

ARTICLE 3 - DOCUMENT CONTROL

3.1. General

The CONTRACTOR shall be responsible for providing and maintaining all documentation required for the performance of the WORK, as well as documentation to be provided for the COMPANY in accordance with the CONTRACT.

No later than 30 (thirty) working days after the EFFECTIVE DATE, the CONTRACTOR shall submit to the COMPANY for review a list of all drawings and documents it proposes to create during the course of the WORK.

The CONTRACTOR should indicate in the list the drawings and documents:

- a) the COMPANY shall approve,
- b) the COMPANY shall comment on,
- c) are for information only and,

The COMPANY shall be at liberty to revise the classification (i.e. approval, review etc.) of any documents in the register proposed by the CONTRACTOR.

CONTRACT document register containing a listing of all drawings, documents and other deliverables related to the WORK shall be available through the CONTRACTOR'S document control centre within 1 (one) month of the EFFECTIVE DATE and be maintained throughout the CONTRACT duration. The CONTRACTOR shall revise the register monthly as required.

The register shall, as a minimum contain planned start and completion dates and actual dates of issue for all drawings and documents including vendor drawings, and other deliverables, including subsequent revisions.

The detailed document control procedures to be adopted shall cover as a minimum the following:

- document numbering,
- transmittal of documents to/from COMPANY,

- document progress reporting,
- document registers.

COMPANY shall at all times review documents and drawings that the CONTRACTOR is required to provide under the CONTRACT. If these deviate from the requirements of the CONTRACT, or when comments given earlier have not been observed to the satisfaction of COMPANY, the CONTRACTOR shall immediately undertake all required rectification actions at its own cost.

CONTRACTOR shall show clearly on the relevant networks and barcharts, full details of planned issue dates of all drawings and other design documents (including vendor drawings and documents) to be provided by the CONTRACTOR under the CONTRACT and shall ensure such details are comprehensive and up to date.

The CONTRACTOR shall endeavour, at all times, to transmit drawings and documents in a timely fashion and in discrete packages by discipline.

A transmittal detailing COMPANY drawing and/or document numbers, and showing the latest issue status, shall accompany each set of documents submitted to COMPANY.

The CONTRACTOR shall issue to the COMPANY the following documents in the minimum number of copies stated below (unless otherwise notified by the COMPANY):

- (a) drawings & documents 2 (two) paper + electronic (native and .pdf format)
- (b) minutes of meetings 2 (two) paper + electronic (native and .pdf format)
- (c) all other documents 2 (two) paper + electronic (native and .pdf format)

Should the COMPANY require additional paper copies, then these shall be furnished by and at the sole expense of the CONTRACTOR when requested.

Where the COMPANY so requests, the CONTRACTOR shall also provide any of the foregoing in electronic format.

3.2. (not used)

3.3. Document And Drawings Standards

The CONTRACTOR shall ensure that the production of all documents and drawings, including those from suppliers and SUBCONTRACTORS, satisfies the following requirements as appropriate:

All drawings and diagrams shall be produced in strict accordance with the appropriate ISO Standards.

The CONTRACTOR shall produce, index, format and handover all documents either specified to be delivered to the COMPANY in the CONTRACT or required by the COMPANY.

3.4. Data And Drawing Transfer

COMPANY will require electronically stored data, on the CONTRACTOR'S systems, to be transferred to COMPANY systems. The CONTRACTOR shall seek the agreement of COMPANY to the method of transfer and the required format. The CONTRACTOR shall also supply in electronic format metadata that describes the files.

3.5. Document Transmittal

All documents shall be sent in a written note by the CONTRACTOR and agreed by the COMPANY.

The CONTRACTOR'S proposed transmittal note format and transmittal note coding shall be discussed and agreed by COMPANY and should include the following information:

- a) a unique transmittal number of the form originator, destination and number;

- b) a list of the documents enclosed referenced by the COMPANY document number and revision;
- c) the title or description of the documents;
- d) the number of copies of each document enclosed;
- e) the response classification requested. COMPANY reserves the right to amend any response classification code.

Documents that are passed to the COMPANY on a day to day basis (i.e. working copies) whether for approval or otherwise shall not be deemed to form part of document handover.

Documents for formal hand over to the COMPANY shall be indexed so that the COMPANY can easily retrieve individual items. Where computer systems are used for such indexing the CONTRACTOR shall hand over with the documents electronic copy and a hard copy of all indexing data.

In addition to the above requirements for indexing, hard copy registers are required for the following:

- a) Drawings
- b) Equipment
- c) Specifications
- d) Commissioning files
- e) Design reports.

ARTICLES 4, 5 (not used)

ARTICLE 6 - TECHNICAL QUERIES AND DEVIATION REQUESTS

6.1. Technical query request procedure

- a) Where the CONTRACTOR requests clarification from the COMPANY on technical issues, the technical query system shall be used to formalize the question and response.
- b) The CONTRACTOR shall raise a technical query form (pro forma attached in **Appendix V A**).
- c) No technical query nor any response to such query will constitute a change to the CONTRACT PRICE, CONTRACT schedule, the PROGRAMME or any other provisions of the CONTRACT unless CONTRACTOR'S issue of technical query and COMPANY's clarifications are deemed to be clarification of the WORK and does not constitute a VARIATION

6.2. Technical deviation request procedure

The CONTRACTOR shall raise a technical deviation request form (Pro forma attached in **Appendix V B**) to request any deviation from any requirement of the CONTRACT and/or from any detail of any technical specifications or drawings prepared by the CONTRACTOR and agreed by COMPANY.

A technical deviation shall not constitute a change to the CONTRACT PRICE, CONTRACT schedule, the PROGRAMME or any other provisions of the CONTRACT unless the COMPANY issues a resulting VARIATION.

ARTICLE 7 – INSTRUCTIONS

7.1. The COMPANY will use the instruction form (pro forma attached in **Appendix V C**), for issuance of all instructions to CONTRACTOR, including those which COMPANY considers may have a cost impact, schedule impact or other required actions. This includes issue of new and revised data, drawings and specifications or safety measures which may also have a cost/time impact.

7.2. On receipt of an instruction the CONTRACTOR shall implement it without delay, notwithstanding that a VARIATION has not been issued or that the impact on the CONTRACT PRICE, the PROGRAMME or any other provision of the CONTRACT has yet to be agreed.

7.3. The CONTRACTOR shall, upon completion of the instruction, return to the COMPANY the instruction form.

7.4. Where the CONTRACTOR considers that the instructions issued constitute a VARIATION the procedure set out in **Article 22.9 of Section II – CONDITIONS** shall apply. Several Instructions may be incorporated into one VARIATION Instruction Form

ARTICLE 8 - VARIATIONS

8.1. The CONTRACTOR shall maintain a VARIATION register which shall include as a minimum the following in tabular form:

- (a) VARIATION Request title and number
- (b) Date VARIATION Request submitted to COMPANY
- (c) COMPANY Instruction number and issue date, if any
- (d) Date VARIATION Request approved or rejected by COMPANY
- (e) VARIATION issue date and number, if any
- (f) Adjustment to CONTRACT PRICE
- (g) Adjustment to PROGRAMME
- (h) Date of issue of notice of dispute, if any

ARTICLE 9 - PERMITS AND APPROVALS PLAN

9.1. CONTRACTOR shall implement and maintain permits and approvals plan that:

- a) identifies the permits and approvals required from the regulatory authorities;
- b) identifies the timing of applications to the regulatory authorities;
- c) identifies all documents that need to be submitted to the regulatory authorities;
- d) establishes routines for the checking of documents, both internally and by COMPANY personnel, prior to submission to the regulatory authorities;
- e) provide for the transmission of such documents to the regulatory authorities;

For: COMPANY

For: CONTRACTOR

By: I. N. Nasyrov

By: (Name and Title)

Director General

APPENDIX V A - TECHNICAL QUERY (TQ) FORM

TECHNICAL QUERY (TQ)

Project Name: Contract No: Contract Title:		Sheet 1 of ____
Ref. No:		Date:
To:		
From:		
TQ Title:		
Criticality:	<input type="checkbox"/> - URGENT	<input type="checkbox"/> - ROUTINE
Classification:	<input type="checkbox"/> - ESSENTIAL	<input type="checkbox"/> - NON - ESSENTIAL
Requirement:	<input type="checkbox"/> - CLARIFICATION	<input type="checkbox"/> - DEVIATION
Documentation attached:		
Query:		
COMPANY Response: (attach additional sheets if required)		
<input type="checkbox"/> - COMPANY review complete. CONTRACTOR may proceed. <input type="checkbox"/> - CONTRACTOR may proceed subject to implementation of COMPANY comments. <input type="checkbox"/> - CONTRACTOR may not proceed. Resubmission required.		
Signed for and on behalf of COMPANY:		Name:
Signature:		Date:
Signed for and on behalf of CONTRACTOR:		Name:
Signature:		Date:

APPENDIX V B - TECHNICAL DEVIATION REQUEST (TDR) FORM

TECHNICAL DEVIATION REQUEST				
Project Name: Contract No: Contract Title: Contractor:		Sheet 1 of ____		
Ref. No:		Date:		
To:				
From:				
TDR Title:				
	<input type="checkbox"/> - URGENT	<input type="checkbox"/> - ROUTINE		
	<input type="checkbox"/> - ESSENTIAL	<input type="checkbox"/> - NON - ESSENTIAL		
Area's Affected: (Tick as appropriate)				
<input type="checkbox"/> - Schedule	<input type="checkbox"/> - HSE	<input type="checkbox"/> - Quality	<input type="checkbox"/> - Interfaces	<input type="checkbox"/> - Other
Documentation attached:				
Effect Description:				
Reason for Request: (Note: No deviations which have an adverse affect on safety will be granted)				
Deviation Description:				
Impact:				
Documentation affected:				
Signed for and on behalf of CONTRACTOR:		Name:		
Signature:		Date:		

COMPANY RESPONSE TO TECHNICAL DEVIATION REQUEST	
Ref. No:	Date:
COMPANY Response: (attach additional sheets if required)	
Documentation attached:	

<input type="checkbox"/> – APPROVED	<input type="checkbox"/> - REJECTED
List any conditions of Approval:	
Signed for and on behalf of COMPANY:	Name:
Signature:	Date:

<p>PROJECT NAME: CONTRACT NO: CONTRACT TITLE:</p>	
<p>COMPANY INSTRUCTION</p>	<p>Ref. No</p>
	<p>Sheet 1 of ____</p>
<p>COMPANY:</p>	
<p>CONTRACTOR:</p>	
<p>INSTRUCTION TITLE:</p>	

<p>1. Description of instruction (attach additional sheets if required):</p>	
<p>2. The CONTRACTOR is hereby instructed to proceed with the work described above.</p>	
<p>3. Documents attached:</p>	
<p>ISSUED AND SIGNED FOR AND ON BEHALF OF _____</p> <p>_____ COMPANY REPRESENTATIVE DATE</p>	<p>RECEIVED AND SIGNED FOR AND ON BEHALF OF _____</p> <p>_____ CONTRACTOR REPRESENTATIVE DATE</p>

APPENDIX V D - VARIATION REQUEST FORM

PROJECT NAME: CONTRACT NO: CONTRACT TITLE:	
VARIATION REQUEST (VR)	VR Ref. No
	Sheet 1 of ____
COMPANY:	

CONTRACTOR:

VR TITLE:

1. COMPANY Instruction number (if any):

2. Description of requested VARIATION with reasons for request (attach additional sheets if necessary):

3. Estimate Summary:

Cost Basis: lump sum / unit rate / day rate / other: _____

Total Price of VARIATION: _____ (lump sum / estimate)

Schedule Impact (if any, full details to be attached): _____

Basis of Estimate: (full supporting documentation, technical assessments and / or justification to be attached)

<p>SUBMITTED AND SIGNED FOR AND ON BEHALF OF CONTRACTOR</p> <p>_____ CONTRACTOR REPRESENTATIVE DATE</p>	<p>a) APPROVED IN PRINCIPLE or b) REJECTED BY COMPANY</p> <p>_____ COMPANY REPRESENTATIVE DATE DELETE a) or b) ABOVE</p>
--	---

APPENDIX V E - VARIATION FORM

PROJECT NAME: CONTRACT NO: CONTRACT TITLE:	
VARIATION	V Ref. No
	Sheet 1 of ____
COMPANY:	
CONTRACTOR:	
VARIATION TITLE:	

<p>1. Description of VARIATION (attach additional sheets if necessary):</p> <p>(Requested in CONTRACTOR VR No. ...)</p>	
<p>2. Any request for payment in connection with this VARIATION shall be separately identified on CONTRACTOR'S invoice, quoting this VARIATION Order number.</p>	
<p>3. Cost summary:</p> <p>Effect of this VARIATION on the CONTRACT PRICE: _____ (Lump Sum / Estimate)</p>	
<p>4. Schedule impact summary:</p> <p>Work to commence by: _____</p> <p>Work to be completed by: _____</p> <p>Effect on PROGRAMME: _____</p> <p>(Attach details of MILESTONES / key dates)</p>	
<p>Prepared by _____ (name of COMPANY contracts engineer), _____ signature</p>	
<p>APPROVED BY COMPANY</p> <p>_____ COMPANY REPRESENTATIVE DATE</p>	<p>ACCEPTED BY CONTRACTOR</p> <p>_____ CONTRACTOR REPRESENTATIVE DATE</p>

CONTRACTOR'S Project Organization Chart

APPENDIX V G

LIST OF KEY PERSONNEL

#	Name, Position	Rate of Liquidated Damages
		USD 2,000 per day

Director General

By: (Name and Title)

SECTION VII HEALTH, SAFETY AND ENVIRONMENT

HEALTH, SAFETY AND ENVIRONMENT MANAGEMENT REQUIREMENTS TO CONTRACTOR

Purpose

To establish health, safety and environment (HSE) requirements for CONTRACTOR during contracted activities

1. HSE requirements to CONTRACTOR

2.

2.1 CONTRACTOR must comply with HSE legislation of the country where it operates, international convention and agreement requirements applicable during contracted activities.

2.2 CONTRACTOR must comply with COMPANY HSE regulations and standards

as specified in Contract.

2.3 Prior to the beginning of Work CONTRACTOR must make its personnel aware of the COMPANY HSE Policy.

2.4 CONTRACTOR must apply every effort to prevent damage to the Environment, and should such damage be done to the Environment, to mitigate this damage and indirect impact of it to the population and asset.

2.5 CONTRACTOR must apply every effort to prevent the possession and consumption of alcohol, drugs, psychotropic substances, weapons by employees.

2.6 Prior to the beginning of Work CONTRACTOR must provide HSE orientation training to its employees involved in the contracted activities and document it. CONTRACTOR must provide COMPANY with written verification of its employees' competency and experience (copies of HSE awareness certificates or HSE training certificates).

2.7 CONTRACTOR must comply with road transportation safety: take measures to ensure its employees use seat belts; obey speed limits; assure drivers' rest and work hours; to ensure drivers don't use mobile phones while vehicle is in motion; to implement a journey management plan.

2.8 CONTRACTOR must provide COMPANY with an Emergency Response Procedure for approval or include emergency response actions plan in the Working Plan prior to the beginning of Work.

2.9 Prior to the beginning of Work CONTRACTOR must have a medical insurance which includes emergency care and medevac.

2.10 During contracted activities CONTRACTOR must take necessary actions to properly collect, temporarily store and dispose of, and upon completion of Work to utilize its operation and consumption wastes generated by its activity which is approved by COMPANY.

2.11 CONTRACTOR personnel must undertake medical pre-checks (initial employment) and periodical checkups during the work. CONTRACTOR must provide verification to COMPANY.

2.12 CONTRACTOR must maintain a record of incidents and injuries and immediately report to COMPANY as follows:

- Emergency, disaster;
- Accident, incident, fire;
- Threats and terroristic acts to COMPANY personnel and property;
- Fatality, severe or light, grouped injuries (2 or more people involved) at workplace;
- MVA (motor-vehicle accident);
- Environmental incidents

2.13 In case of an incident CONTRACTOR must report to COMPANY as per a form

Instructions to Bidders

(attachment 1) signed by its authorized person. Together with a report a notice to participate for COMPANY in investigation of an incident is expected to be sent to COMPANY.

2.14 An incident must be investigated as appropriate and a report be submitted to COMPANY identifying root causes and actions to prevent such an incident to happen.

2.15 Based on inspection results carried out by COMPANY, CONTRACTOR must take actions to remedy nonconformances at due date and submit a written notice to COMPANY on correction of these nonconformances. Should CONTRACTOR not take actions to remedy identified nonconformances at due date COMPANY reserves the right to suspend work till these nonconformances are corrected and/or apply penalties, in this case CONTRACTOR shall be liable for failure of work performance deadline under the CONTRACT.

2.16 CONTRACTOR must have a process to identify, manage hazards and effects. CONTRACTOR may use COMPANY's risk management system as a base point adding and identifying its own risks and hazards.

CONTRACTOR HSE requirements are applicable to its SUBCONTRACTOR and others engaged to perform work under this CONTRACTOR.

3. COMPANY HSE expectations:

3.1 Upon receipt of an incident report and invitation to participate in the investigation COMPANY shall within one day inform CONTRACTOR about its intent to take part in serious incident investigations happened during contracted activities under this CONTRACT.

3.2 COMPANY shall grant access to its personnel and representatives to facilities and to contracted areas where a CONTRACTOR operates under this CONTRACT only after health, safety and environmental orientation is given.

3.3 COMPANY shall provide CONTRACTOR with all the information available on health, safety and environment for the performance of WORK under this CONTRACT.

4. CONTRACTOR's rights

4.1 CONTRACTOR reserves the right to request from COMPANY information on health, safety and environment to perform WORK under this CONTRACT.

5. COMPANY's rights

5.1 COMPANY reserves the right to participate in the investigation of all serious incidents that happened during contracted activities under this CONTRACT and input actions to correct consequences.

5.2 COMPANY reserves the right to inspect CONTRACTOR during contracted activities under this CONTRACT for compliance with legislation requirements of the

Instructions to Bidders

country where it operates, international conventions and agreements applicable, COMPANY's regulations and standards, including the terms of this CONTRACT from the HSE point of view.

5.3 COMPANY reserves the right to require CONTRACTOR to remove personnel from facilities, including contracted areas where CONTRACTOR operates under this CONTRACT if they:

- Fail to discipline or display negligence;
- Fail to execute functions properly;
- Fail to comply with terms of this CONTRACT, or
- Fail to comply with health, safety and environmental requirements.

6. CONTRACTOR responsibility

6.1 CONTRACTOR bears responsibility for compliance by its personnel with legislation requirements of the country where it operates, international conventions and agreements applicable, standards and regulations of COMPANY in terms of health, safety and environment during contracted activities under this CONTRACT.

6.2 CONTRACTOR individually bears responsibility for failures to comply with environment, safety and health legislations, including penalties, fees and compensation of damage, during contracted activities under this CONTRACT. In the event COMPANY has been brought to responsibility for the said failures by CONTRACTOR, the latter shall compensate damages to COMPANY in a recourse manner.

6.3 CONTRACTOR is not responsible for disease, injuries, or death of personnel of COMPANY. COMPANY releases CONTRACTOR from all claims, requirements, sentences or expenses, related to these diseases, injuries or death, if these events have been caused by COMPANY.

6.4 CONTRACTOR responsibility is applied to its SUBCONTRACTORS and others engaged to carry out work under this CONTRACT.

7. COMPANY responsibility

7.1 COMPANY is not responsible for disease, injuries or death of CONTRACTOR personnel. CONTRACTOR releases COMPANY from all claims, requirements, sentences or expenses, related to these diseases, injuries or death, if these events have been caused by CONTRACTOR.

COMPANY is responsible for its personnel at facilities and contracted areas where CONTRACTOR operates under this CONTRACT.