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|  | APPROVED BY  Director  Simonov E.  ROSATOM South East Asia Pte Ltd  \_\_\_ \_\_\_, 2018 |

PROCUREMENT DOCUMENTATION

for public request for proposals without pre-qualification for the right to conclude a contract for procurement of services for lease of non-residential space for office in Tokyo (Japan)

VOLUME 1 GENERAL AND COMMERCIAL PARTS

2018

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# PROCUREMENT NOTICE

1. Form and method of procurement procedure: Public one stage request for proposals without pre-qualification selection.
2. Procurement shall be executed in accordance with the Unified Industry-Specific Procurement Standard (Procurement Regulations) of the State Atomic Energy Corporation “Rosatom”, as amended, approved by the Resolution of the Supervisory Board of the State Corporation “Rosatom” (Minutes dated 04.10.2018 № 109).

The procurement is not regulated by the Federal Law No. 223-FZ "On procurement of goods, works, services by certain types of legal entities” dated 18 July 2011.

1. Subject matter of the procurement: the right to conclude the contract for procurement of services for lease of non-residential space for office in Tokyo (Japan).
2. Customeracting as Procurement Organizer: ROSATOM South East Asia Pte Ltd.

Location: Singapore.

Postal address: 20 Collyer Quay #09-05, Singapore 049319.

Contact person: Ksenia Ulanovskaya

Ph. +81 90 2258 9668

E-mail: k.ulanovskaya@rosatom.asia

1. Number of lots: 1 (one).
2. Subject matter of the contract: services for lease of non-residential space for office in Tokyo (Japan).

Time framesfor provision services: in accordance with Volume 2 «Technical Part» of the procurement documentation.

Place of provision ofservices: in accordance with the Part 3 “Draft Contract” of Volume 1 of the Procurement Documentation.

Contents and scope of services: all necessary information is given in Volume 2 of the procurement documentation.

Proposal of a partial provisionof the services is not acceptable.

1. Terms of payment: in accordance with the Part 3 “Draft Contract” of Volume 1 of the Procurement Documentation.

The form and all the terms and conditions of the draft contract (Part 3 “Draft Contract” of Volume 1 of the Procurement Documentation) are mandatory. Any counter proposals of the participants in respect of the draft contract are not acceptable.

Any proposals on the wording of the Contract provisions aimed at correction of grammatical and technical errors, if such are revealed in the Draft Agreement by a participant, shall not be deemed counter proposals (Part 3 "Draft Contract", Volume 1 of the Procurement Documentation).

1. The initial (maximum) contract price:

235 509,12 USA dollars including VAT.

The bidder's proposal of contract price, must not exceed the initial (maximum) contract price.

The price of the Contract includes all the expenses related to contract execution specified in the draft contract (Part 3 "Draft Contract", Volume 1 of the procurement documentation)

1. Procurement official language: English.

Procurement bid prepared by the procurement participant (bidder) as well as all correspondence and documents related to the procurement exchanged between the bidders and the Procurement Organizer shall be written in English. Any documents made in another language should be accompanied by a copy translated into English. The Procurement Committee shall examine the documents only if they are made in English. Any documents made in other languages that are not accompanied by a copy translated into English shall not be deemed as have been submitted and the information specified in such documents shall not be taken into account when considering a procurement bid. The bidder shall be responsible for accuracy of translation into English.

1. Procurement currency: USA dollars .
2. Procurement bid security:

* the funds or an irrevocable independent guarantee issued by the guarantor that meets the requirements established for the guarantors that provide the bid security given in paragraph 2.1.3 of section 2 of Part 1, Volume 1 of the procurement documentation;
* for guarantors which are banks - requirements applied to banks;
* for guarantors which are not banks - requirements applied to legal entities providing financial security of bidder's obligations ***(similar requirements apply to surety)***;
* 1 200,00 USA dollars,not subject to VAT.
* USA dollars

Beneficiary:

Purpose of payment: Procurement bid security \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***(Please, specify the name of the procurement participant, the name of the procurement)***, not subject to VAT.

1. Information on the procurement process including the registration for participation in the competitive bidding, determination of the winner of the competitive bidding (procedure of summarizing the results of bidding):

Procurement shall be executed in accordance with the terms and conditions and requirements of the procurement documentation.

To take part in the bidding process the bidder must submit an application for participation in the procurement within the period, specified in this procurement notification.

The procurement bid shall be valid for at least 60 calendar days from the date established as deadline for submission of bids.

By the decision of the Procurement Committee the admitted bidder who offered the best conditions of the contract fulfillment shall be qualified as the procurement winner based on the set of the criteria stated in the procurement documentation.

1. The procedure for obtaining the procurement documentation:

On the official website the procurement documentation is publicly available beginning from the date of its official publication.

Official publication of documents related to this procurement: http://zakupki.rosatom.ru/.

Copies of the publication of documents related to this procurement: http://www.rosatom-asia.com/.

1. The possibilityand the conditions under which the submission of alternative proposals is acceptable: is not allowed.
2. Engagement of the joint contractors (legal entities or individual persons, providing part of the services under the contract): is allowed.

The scope of engagement of joint contractors shall be determined by the procurement participant independently.

If the procurement participant shall be obliged to select the joint contractors in accordance with the requirements of law on contract system in the sphere of procurements of goods, works, services for meeting the national and municipal requirements, he has the right to not specify the specific joint contractors in distributing the types and scopes of providing services, but make reference to the special procedure of their selection in accordance with the requirements of law on contract system in the sphere of procurement of goods, works, services for meeting the national and municipal requirements.

1. Possibility of negotiations: possible.
2. Possibilityof rebidding procedure: possible on reduction of the price initially stated in the request for procurement participation.
3. Starting date, date and time of the deadline for submission of procurement bids (opening access to submitted bids):

Starting date of the timeframe for submission of procurement bids: December 10, 2018.

Place, date and time of the deadline for submission of procurement bids: 20 Collyer Quay #09-05, Singapore 049319, no later than 10-00 (Local time) December 20, 2018.

Place, date and time of holding the procurement committee meeting (when such meeting is held):

20 Collyer Quay #09-05, Singapore 049319, 10-00 (Local time) December 20, 2018

1. Place and date of consideration of bids and summing up of the procurement results:

The selection stage of consideration of procurement bids:

20 Collyer Quay #09-05, Singapore 049319, no later than December 25, 2018.

The assessment stage of consideration of procurement bids and summing up of the procurement results:

20 Collyer Quay #09-05, Singapore 049319, no later than December 28, 2018.

1. Duration of the contract: within 20 (twenty) days, but no earlier than 10 (ten) days after the date of posting of the minutes containing the procurement results on the official website and on ETP, except in the following cases:

when carrying out procurement any actions (lack of action) of the customer, the Procurement Organizer, the Procurement Committee, shall be appealed to the CAC (Central Arbitration Committee), AC (Arbitration Committee), the antimonopoly authority or in court; in this case the deadline for the contract conclusion shall be extended for a number of days of the delay;

if, in accordance with the law of the Russian Federation, approval of the Customer’s corporate governing body is required prior to the Contract execution; in such an event, the timeframe for the Contract execution shall be extended by a period equivalent to the duration of the delay so caused;

if, in accordance with the law of the Russian Federation or binding orders issued by federal executive authorities, additional activities must be performed prior to the Contract execution; in such an event, the Contract shall be executed within twenty (20) days following the date on which the said activities have been performed.

The Customer within 5 (five)working days from the date of posting of minutes of the Procurement Committee meeting containing the procurement results on the official website or from the date of completion of the above events, shall provide the person which becomes a party to the contract (the procurement winner or the sole procurement participant) with the draft contract which is prepared by means of inclusion of the terms and conditions of the contract fulfillment proposed by the person which becomes a party to the contract, in the procurement bid, taking into account pre-contractual negotiations, in the draft contract attached to the procurement documentation.

The Customer should ensure obtaining the confirmation from the person which becomes a party to the contract that the said draft contract is received by such person.

The person with whom/which the contract is being entered into shall provide the customer with the contract signed and sealed on his/its part within 10 (ten) days from the date the said contract is served.

1. Ensuring the fulfillment of obligations under the contract: not required.
2. Procedureof request forproposalsare not considered a tender under the laws of the Russian Federation.
3. Cancellation of procurement at the customer's decision at any time up to summing up of procurement results shall not entail any consequences in the following cases:

* changes in financial, investment, production and other programmes that have rendered purchasing the respective goods/works/services unnecessary;
* changes in the Customer’s needs for respective goods, including new requirements to the goods’ performance capabilities, provided that the Customer’s CEO has approved such new requirements;
* force majeure confirmed by relevant documentary evidence and affecting the practicability of purchasing the respective goods/works/service;
* obligation to fulfil orders issued by an antimonopoly authority and/or recommendations issued by the CAC, an AC and/or other authorised supervisory authority;
* changes in the Russian laws and regulations or new directives issued by federal executive authorities which affect the possibility and/or the advisability of purchasing the respective goods/works/services.

1. The name, e-mail address of the arbitration committee to which any actions (lack of action) of the customer, Procurement Organizer, Procurement Committee may be appealed:

Rosatom State Corporation’s Central Arbitration Committee (CAC) - [arbitration@rosatom.ru](mailto:arbitration@rosatom.ru).

# **PART 1**

Terms and definitions, abbreviations used in Parts 1, 2 Volume 1 of the present procurement documentation are defined in compliance with the Unified industry procurement standard (Procurement Provisions) of Rosatom State Corporation (hereinafter “the Standard”).

# REQUIREMENTS. DOCUMENTS. COMPOSITION OF THE PROCUREMENT BID.

# REQUIREMENTS. DOCUMENTS PROVING THE COMPLIANCE WITH THE ESTABLISHED REQUIREMENTS.

# Requirements for procurement participants (bidders), joint contractors

| No. | Requirements | Documents confirming compliance with the established requirements |
| --- | --- | --- |
|  | **The procurement participant shall have full civil legal capacity to conclude and to perform a contract according to the results of the procurement, and:** | |
|  | shall be registered as a legal entity in accordance with the procedure established in the Russian Federation (for Russian legal entities);  shall be registered as an individual entrepreneur, in accordance with the procedure established in the Russian Federation (for Russian individual entrepreneurs);  shall be registered as a subject of the civil law in accordance with the laws in force at the place of its location (for all procurement participants except Russian); | 1. copies of documents confirming state registration, including the following:  * for Russian legal entities - a copy of extract from the Unified State Register of Legal Entities (extract from EGRUL (Unified State Register of Legal Entities)); * for Russian individual entrepreneurs - a copy of extract from the Unified State Register of Individual Entrepreneurs (extract from EGRIP (Unified State Register of Individual Entrepreneurs)).   The extracts from EGRUL or EGRIP shall be obtained not earlier than 6 months (and in case of any changes - not earlier than such changes are entered into the related register) prior to the day of official publication of the public notice on competitive bidding it is permitted to provide the specified extracts, executed using the website http://egrul.nalog.ru/#;   * for other individual persons - copies of identification documents; * for all procurement participants except Russian - copies of documents confirming their state registration as a subject of the civil law in accordance with the laws in force at the place of its location which shall be attached with translation into the English language; as part of hard copy applications, such documents shall be submitted in legalized form (they may be apostilled) with notarized translation into the English language; |
| 1. a copy of the document proving the person's authority to sign the procurement bid on behalf of the procurement participant (documents proving the authority of the person acting as sole executive body (for a legal entity); the power of attorney, if the procurement bid is signed under a power of attorney). If the procurement bid and (or) the documents included into it are signed by different entities, then the documents proving the person's authority to sign the procurement bid and (or) the documents included into it shall be provided for each signatory according to their authority; |
| 1. copies of constituent documents as amended from time to time (for legal entities); |
| 1. a copy of a notice of the procurement participant’s capacity to use the simplified taxation system (for those procurement participants who apply such system); |
| 1. statement of liability filled by the procurement participant as per Form 1 "The Procurement Bid" (subsection 5.1, [Form 1](#_Письмо_о_подаче)) which ensures that the following will be provided before the conclusion of the contract in case of such conclusion:  * decision to approve or to close a major transaction if such decision is required for closing a major transaction in accordance with the laws of the Russian Federation and with the constituent documents of the legal entity and if conclusion of the contract or provision of a bid security or for the contract is a major transaction for the procurement participant; * decision to approve or to close an interested-party transaction if such approval is required in accordance with the laws of the Russian Federation and with the constituent documents of the legal entity and if conclusion of the contract or provision of a bid security or for the contract is an interested-party transaction for the procurement participant   or information confirming that this transaction is not a major transaction and/or an interested-party transaction for such a procurement participant, or that the procurement participant’s organization is not subjected to the requirements of the legislation to provide the decision to approve or to close a major transaction and/or an interested-party transaction, since the sole participant (shareholder) is the sole executive body. |
|  | shall have the right to perform activities in accordance with the laws of the Russian Federation (for Russian procurement participants);  shall have the right to perform activities in accordance with the laws in force at the place of location of such procurement participant (for all procurement participants except Russian);  shall have the right to perform activities in accordance with the laws in force at the place where the contract is performed (for all procurement participants). | 1. confirmation filled in by the procurement participant as per Form 1 "The Procurement Bid" (subsection 5.1, [Form 1](#_PROCUREMENT_BID_(APPLICATION))) that there is the right to perform activities in accordance with the laws in force at the place of location of the procurement participant and at the place where the contract shall be performed.   All procurement participants except Russian should additionally provide a brief explanatory note specifying the following:   * statutory provisions applicable in the country, where it is located or carries out activities, and regulating their legal capacity and conditions of the activity connected with fulfillment of obligations under the contract to be concluded as a result of the competitive bidding; * name and details (number and date of coming into force and number and date of the current version) of national regulatory legal acts, in accordance with which the procurement participant (except Russian) carries out its activities. |
|  | the procurement participant should not be in the process of liquidation (for a legal entity), declared insolvent (bankrupt) by the decision of the arbitration court; | 1. confirmation filled in by the procurement participant as per Form 1 "The Procurement Bid" (subsection 5.1, [Form 1](#_Письмо_о_подаче))" that:  * the procurement participant is not undergoing the process of liquidation (for a legal entity); * the procurement participant is not recognized insolvent (bankrupt) by the arbitration court; * property of the procurement participant is not arrested by a decision of the court or administrative body; * the procurement participant’s activity is not suspended. |
|  | shall not be an organization, the property of which in the part needed for performance of the contract is arrested under a decision of the court or administrative body; and (or) the activity of which is suspended; |
|  | **level of financial resources availability** for the procurement participant must be at least 30 points, according to the calculation methodology. | 1. copies of accounting (financial) statements for the expired financial year and for the expired period of a financial year (6 months of the current financial year/9 months of the current financial year) in accordance with the requirements and with the procedure provided for by section 3 of the documentation. |
|  | absence of information about the procurement participant in the following registers of bad-faith suppliers:   * in the register which is being kept in accordance with the provisions of Federal Law No. 223-FZ (223-ФЗ) "On procurement of goods, work, services by certain types of legal entities”; * in the register which is being kept in accordance with the statutory provisions of the Russian Federation on placement of state and municipal orders; * in the register of bad-faith suppliers of ROSATOM and organizations of ROSATOM. | No documents shall be submitted. The Procurement Organizer (customer) shall check compliance with this requirement with respect to such registers by its own efforts. |
|  | **Requirements to the joint contractors rendering services whose amount is over 5% of total price of the bid of the procurement participant in the scope of the services to be rendered:** | |
|  | shall be registered as a legal entity in accordance with the procedure established in the Russian Federation (for Russian legal entities);  shall be registered as an individual entrepreneur, in accordance with the procedure established in the Russian Federation (for Russian individual entrepreneurs);  shall be registered as a subject of the civil law in accordance with the laws in force at the place of its location (for all joint contractors except Russian); | 1. copies of documents confirming state registration, including the following:  * for Russian legal entities - a copy of extract from the Unified State Register of Legal Entities (extract from EGRUL (Unified State Register of Legal Entities)); * for Russian individual entrepreneurs - a copy of extract from the Unified State Register of Individual Entrepreneurs (extract from EGRIP (Unified State Register of Individual Entrepreneurs)).   The extracts from EGRUL or EGRIP shall be obtained not earlier than 6 months (and in case of any changes - not earlier than such changes are entered into the related register) prior to the day of official publication of the public notice on competitive bidding it is permitted to provide the specified extracts, executed using the website http://egrul.nalog.ru/#;   * for other individual persons - copies of identification documents; * for all joint contractors except Russian - copies of documents confirming their state registration as a subject of the civil law in accordance with the laws in force at the place of its location which shall be attached with translation into the English; as part of hard copy applications, such documents shall be submitted in legalized form (they may be apostilled) with notarized translation into the English; |
| 1. copies of constituent documents as amended from time to time (for legal entities); |
|  | the joint contractor should not be in the process of liquidation (for a legal entity), declared insolvent (bankrupt) by the decision of the arbitration court;  shall not be an organization, the property of which in the part needed for performance of the contract is arrested under a decision of the court or administrative body; and (or) the activity of which is suspended; | 1. confirmation from the procurement participant, as per Form 1 "The Procurement Bid" (subsection 5.1, [Form 1](#_Письмо_о_подаче)), that the joint contractors are not undergoing the liquidation process (for a legal entity), that the joint contractors are not recognized insolvent (bankrupt) by the arbitration court, that property of the joint contractors is not being arrested under a decision of court or administrative body, and that the activities of the joint contractors are not being suspended; |
|  | absence of information about the joint contractor in the following registers of bad-faith suppliers:   * in the register which is being kept in accordance with the provisions of Federal Law No. 223-FZ (223-ФЗ) "On procurement of goods, work, services by certain types of legal entities”; * in the register which is being kept in accordance with the statutory provisions of the Russian Federation on placement of state and municipal orders; * in the register of bad-faith suppliers of ROSATOM and organizations of ROSATOM. | No documents shall be submitted. The Procurement Organizer (customer) shall check compliance with this requirement with respect to such registers by its own efforts. |
|  | The procurement participant shall confirm that each of the engaged joint contractors performing the work amounting to more than 5% from total price proposed by the procurement participant:   1. is informed of the fact that it is engaged as a joint contractor; 2. agrees with the list, scope and deadlines for the work performance assigned to such joint contractor. | 1. Copies of contracts (including the drafts or sub modo), indicating the list, scope and deadlines for work performance assigned to the joint contractor.   If such contracts are not specified in the application, then the documents provided with respect to such joint contractor shall be deemed to have not been submitted and the information specified in such documents shall not be taken into account when considering such bid.  Plan for assignment of types and scopes of work among the procurement participant and its joint contractors. This plan shall be completed and submitted both in the event of engagement of joint contractors by the procurement participant and in the event of failure to engage them; in the latter case, it shall be reflected in this form that no joint contractors are planned to be engaged (subsection 5.1, [Form 4](#_План_распределения_выполнения)). |

# Requirements to the products

| No. | Requirements | Documents confirming compliance with the established requirements |
| --- | --- | --- |
| 1) | The products shall comply with the requirements specified in Volume 2 «Technical part». | Technical proposal confirming fulfillment of each technical requirement (volume 2) in accordance with instructions given in procurement documentation (subsection 5.1, [Form 2](#_TECHNICAL_PROPOSAL_(Form)), with attached copies of documents confirming the property/temporary possession right to the non-residential premises (only if the possession period exceeds the rent agreement validity) – copies of the state registration of the right/rent agreement with the premises sublet authority.  In addition to the materials contained in the technical requirements the bidder’s Technical Proposal shall include:   * + - * + description of the services to be provided given by the participant in its bid (including scope of services, or sequence for their provision, technical process of providing services, period of provision of services);         + indication of scope of the services or of the procedure for its determination.         + *the bidder shall indicate if parking place is included in the offer (indicate how many parking places are included). This information is to be provided in order to evaluate offers on the basis of criterion «Quality of technical proposal» in accordance with the provision 4.2 article 4 of the present documentation.* |

# Requirements to guarantors providing security of the bid

***Requirements to guarantors providing security of the bid is provided in Annex 1 to Part 1 of Volume 1 of the procurement documentation and presented as a separate file.***

# COMPOSITION OF THE REQUEST FOR PARTICIPATION IN THE PROCUREMENT.

**Number of copies of the bid:** 1 hard copy original.

1. procurement bid as per the form and in accordance with the instructions given in this procurement documentation (subsection 5.1, [Form 1](#_Письмо_о_подаче));
2. if the procurement participant and/or the engaged joint contractor is a subject of small and medium-sized business:

* information from the Unified Register of small and medium-sized business entities, which is kept in accordance with Federal Law dated July 24, 2007 No. 209-FZ “On the Development of Small and Medium-Sized Business in the Russian Federation” (hereinafter - the Unified Register of small and medium-sized business entities), containing information on the participant of competitive bidding, and/or the engaged subcontractor (co-contractor)/ manufacturer,

or

* declaration of compliance of the procurement participant / joint contractor with criteria for attribution to the category of small and medium-sized business entities according to their form and in accordance with instructions, provided in this procurement documentation (subsection 5.1, Form 1.1), in case there is no information about the procurement participant and/or joint contractor, who is a newly registered individual entrepreneur or a newly registered legal entity.

1. documents, confirming provision of security of the bidder's obligations:

* payment order (receipt) confirming the fact of transferring funds to secure the procurement bid,

or

* irrevocable independent warranty of security of the procurement bid (subsection 5.2, [Form 5](#_INDEPENDENT_GUARANTEE_TO));

1. Specification of Services Cost Calculation in accordance with the instructions given in this procurement documentation (subsection 5.1, [Form 3](#_SPECIFICATION_OF_SERVICES)),
2. the documents referred to in subsection 2.1 of this procurement documentation.
3. documents required solely for the purpose of evaluating the bid in accordance with the criteria and methodology for evaluating the procurement bids referred to in section 4 *(failure to submit the said documents cannot be the reason for rejecting the bid at the selection stage)*.

# METHODOLOGY OF CALCULATION OF FINANCIAL CAPABILITIES OF PROCUREMENT PROCEDURE PARTICIPANTS

***Methodology of calculation of financial capabilities of procurement participant is provided in Annex 2 to Part 1 of Volume 1 of the procurement documentation and presented as a separate file.***

# CRITERIA AND METHODOLOGY FOR EVALUATING THE PROCUREMENT BIDS

1. Evaluation criteria and their significance
2. Contract price (significance of a criterion Цi is 95%);
3. Quality of technical proposal (significance of criterion Тi – 5%).
4. Methodology of bid evaluation

The rating of a bid proposed by a procurement participant is a numerical score resulting from evaluation based on criteria (sub-criteria) and according to the significance (weight) of such criteria (sub-criteria).

If any criterion has sub-criteria, then each sub-criterion shall be given a score, and the total score for that criterion shall be determined as a sum of the scores of its sub-criteria according to the significance (weight) of the sub-criteria.

The rating of a bid proposed by the procurement participant "i" shall be determined according to the following formula:

Ri = БЦi \* Vц + БTi \* VT;

where V is the significance (weight) of the respective criterion,

БЦ, БT are the scores (point) of the respective criterion.

The total significance of all criteria established in the procurement documentation is 100%. The highest numerical score for criterion Цi, Ti is 100 points.

***Evaluation based on the criterion «contract price»***

|  |  |  |
| --- | --- | --- |
| БЦ i = | Ц min | \* 100 |
| Ц i |

where: БЦ i  – evaluation based on the criterion «contract price» of the procurement participant «i», in points,

Ц i – procurement participant’s proposal of the contract price specified in the bid proposed by the procurement participant «i», in USA dollars including VAT.

Ц min – is the minimum contract price specified in the bid proposed by the procurement participant allowed to participate in the procurement, in USA dollars including VAT.

***Evaluation based on the criterion «Quality of technical proposal»***

The criterion Тi shall be evaluated by members of the Committee, by engaged experts, in view of degree of excess of technical proposal quality over the respective characteristics specified in procurement documentation.

In evaluation by this criterion, a point is awarded according to the table below, based on the documents submitted in the bid.

|  |  |  |
| --- | --- | --- |
| **Evaluation parameter** | | **Points, The procedure of evaluation** |
| **Parameter name** | **Description of the parameter** |
| БТi | Availability of parking spaces for vehicles, included in the price of the contract, located in the adjacent territory/in the underground garage (according to the bidder’s Technical Proposal) | |  |  | | --- | --- | | No parking spaces for vehicles included in the price of the contract, located in the adjacent territory/in the underground garage | 0 points | | |  |  |  | | --- | --- | --- | | БТi= | Тi | \*100 | | Тi max | |  | | Тi max | 100 points |   Where,  Тi - Number of parking spaces for vehicles, included in the price of the contract, located in the adjacent territory/in the underground garage, for the bidder «i», pcs.  Тi max – maximum number of parking spaces for vehicles, included in the price of the contract, located in the adjacent territory/in the underground garage, in comparison with suggestions of all bidders but not more than 2.  In case if Тi more than 2, then Тi is assumed equal to 2. |

1. Determining the Final bid rating

Final bid rating (FAR) shall be determined as follows:

FAR i = Ri – BRi

where:

FARi is the Final bid rating (score) of procurement participant «i».

Ri is the Bid rating (score) of procurement participant «i» determined through evaluation against the applicable criteria (sub-criteria) taking into account each criterion’s (sub-criterion’s) weight.

BRi is the Business reputation score of procurement participant «i» determined as follows:

|  |  |
| --- | --- |
| Business reputation (BR) | Score |
| At the time of granting access to the bids (tender opening), no data concerning such procurement participant are available at the official website or such participant’s Negative Reputation Rating posted therein is zero | 0 |
| |  |  |  |  | | --- | --- | --- | --- | | BRi | = | Rei | \* 5 | | Re max | | |
| Re max | 5 |

where:

Rei is the value of Negative Reputation Rating of a procurement participant «i» posted at Negative Reputation Rating official website by the time of granting access to the bids (tender opening).

Remax is the highest Negative Reputation Rating value from among all suppliers admitted to participate in the respective competitive bidding process, as posted at Negative Reputation Rating official website by the time of granting access to the bids (tender opening).

# TEMPLATES OF BASIC DOCUMENTS

***forms 2 - 4 recommended for completion. In case of any changes in the forms given in this section the documents included by the procurement participant in the information described in the procurement bid should contain all the data specified in the relevant form.***

# Sample forms of the main documents to be included in the procurement bid

Form 1.

***Letterhead of the procurement participant***

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_\_ No.\_\_\_\_\_\_

## PROCUREMENT BID (APPLICATION) (Form 1)

After having studied the notice of procurement for the right to conclude a contract for procurement of services for lease of non-residential space for office in Tokyo (Japan), which is published on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[please specify the website where the procurement is published]***, the procurement documentation, understanding and accepting the procurement requirements and conditions specified therein, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

***(full name of the procurement participant with indication of the legal form)***

INN (Taxpayer Identification Number), OGRN (Primary State Registration Number) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

***(INN, OGRN, of the procurement participant)***

legal address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

***(legal address of the procurement participant)***

actual address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

***(actual address of the procurement participant)***

mailing address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

***(mail address of the procurement participant)***

offers to conclude a contract for: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***(subject of the contract)***

in accordance with the Technical Proposal, Specification of Services Cost Calculation and other documents which form the integral appendices to this bid subject to the following conditions:

| Item No. | Conditions of the procurement bids | Bidder proposals |
| --- | --- | --- |
|  | Bid price, USA dollars including VAT | ***[specify the contract price with the amount of VAT]*** |
|  | Bid price, USA dollars excluding VAT | ***[please indicate the contract price net of VAT]*** |
|  | Periodfor provision of services | ***[specify "in accordance with the terms and conditions of the procurement documentation" or to specify the start and the end dates of the services provision in the format of calculation of time periods specified in the procurement execution notice]*** |
|  | Terms of payment | ***[specify "in accordance with the terms and conditions of the draft contract of the procurement documentation" or to specify payment procedure under the contract which (procedure) is proposed by the bidder]*** |

This procurement bid has a legal status of an offer and shall remain in force during 60 calendar days from the deadline for submission of the procurement bids.

***For legal entities:***

Belonging to the small and medium size business entities: \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

We hereby acknowledge that:

* \_\_\_\_\_\_\_\_\_\_\_\_\_ ***(procurement participant name)*** has the right to carry on business in compliance with the law of \_\_\_\_\_\_\_\_\_\_\_\_\_ ***(please specify the country of the location of the procurement participant) and*** \_\_\_\_\_\_\_\_\_\_\_\_\_ ***(please specify the country where the contract is fulfilled if the place of contract fulfillment is different from the place where procurement participant is located).***
* in respect of \_\_\_\_\_\_\_\_\_\_\_\_\_ ***(name of the procurement participant) as well as the engaged joint contractors*** no liquidation proceeding is ongoing, there is no decision made by the arbitration court on finding \_\_\_\_\_\_\_\_\_\_\_\_\_ ***(name of the procurement participant) as well as the engaged joint contractors*** bankrupt, the activities of \_\_\_\_\_\_\_\_\_\_\_\_\_ (***name of the procurement participant***) ***as well as the engaged joint contractors*** are not suspended, the property is not arrested under the decision of the court, administrative body.

***[in the case of use of simplified taxation system]*** We also hereby inform that we use the simplified taxation system.

***For natural persons: We hereby give our consent for the customer (Procurement Organizer) to process the provided personal data and to disclose by the customer the data, in whole or in part, to the competent state authorities and for such authorities to subsequent processing of such data.***

We hereby agree and confirm receipt of all the consents required in accordance with the applicable laws of the Russian Federation (including law on personal data) from all the persons indicated in the procurement bid, from all the persons interested or involved in this data for the customer (procurement organizer) to process the provided data and for the customer to disclose the data, in whole or in part, to the competent state authorities and for such authorities to subsequent processing of such data.

If we win this procurement or if we receive the proposal to enter into a contract (agreement), we will assume the following obligations:

1. to sign the contract on our part in accordance with the requirements specified in the procurement documentation and with the terms and conditions of our procurement bid;
2. ***before concluding the contract, to provide the customer with the resolution to approve or to close a major transaction;***
3. ***prior to concluding the Agreement we should submit Customer a resolution on approval or making of the related-party transaction.***

***[if the procurement participant is not required to have the decision to close a major transaction and/or an interested-party transaction, the procurement participant shall specify the provisions suitable for the latter instead of the aforementioned subclauses б) and/or в):***

***This transaction is not a major one for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the bidder).***

***or,***

***\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the procurement participant) is not covered by the legal requirement on availability of the decision on approval of or entering into a major transaction, as the sole stakeholder (shareholder) is the sole executive body.***

***This transaction is not an interested-party one for \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the bidder).***

***or,***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the bidder) is not subject to the law requiring availability of the decision to approve or to close an interested-party transaction, as the sole member (shareholder) is the sole executive body.]***

We have been notified and agree that:

* in case of misrepresentations, we can be excluded from participation in the procurement, and in case our representations are found inaccurate after concluding the contract with us, such contract can be terminated;
* we shall be considered avoiding from concluding the contract in the cases set forth in the procurement documentation, including, but not limited to non-submission of documents to be submitted before concluding the contract;
* our data will be introduced into the respective register of bad-faith suppliers for a period of two years as set forth in the procurement documentation.

According to the instructions received from you in the procurement documentation, the information on the essence of our offers in this procurement shall be set forth in the documents below that are an inseparable part of our application for participation in procurement:

List of the documents included in the bid:

| Item  No. | Document name | Number of pages |
| --- | --- | --- |
|  | *Procurement bid (application) (form 1)* |  |
|  | … |  |
|  | … |  |
| … |  |  |
| … |  |  |
|  |  |  |
| … |  |  |

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

***(Signature of the authorized representative) (Name and position of the signatory)***

L.S.

INSTRUCTIONS FOR FILLING IN

1. These instructions should not be reproduced in the documents prepared by the bidder.
2. The procurement bid should be executed on an official letterhead of the bidder.
3. The bidder shall assign the date and number to the procurement bid in accordance with its own rules of document flow.
4. The bidder should specify its full name (with indication of the legal form) and legal address.
5. The bidder shall specify the cost of the ***services provision*** in figures and in words, in USA dollars, in accordance with the Cost Summary Table (column “Total”). The price shall be specified in format ХХХ,ХХХ,ХХХ.ХХ USA dollars, for example: “1,234,567.89 USA dollars. (one million two hundred and thirty-four thousand five hundred and sixty-seven USA dollars, eighty-nine cents)”.
6. The bidder should list and specify the scope of each document being attached to the procurement bid which determines the essence of the technical and commercial proposal of the bidder.

Form 1.1.

Appendix to the procurement bid

dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ No. \_\_\_\_\_\_

Request for proposals for the right to conclude a contract for procurement of services for lease of non-residential space for office in Tokyo (Japan)

## FORM OF DECLARATION OF COMPLIANCE OF THE BIDDER/ JOINT CONTRACTOR WITH THE CRITERIA FOR ATTRIBUTION TO THE SMALL AND MEDIUM-SIZED BUSINESS (Form 1.1)

We hereby confirm that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(please specify name of the procurement participant / joint contractor)*

in accordance with Article 4 of Federal Law dated July 24, 2007 No. 209-FZ “On the Development of Small and Medium-Sized Business in the Russian Federation” meets the criteria for attributing an organization to the following types of business entities \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(please specify the small or medium-sized business entity depending on the criteria for attribution)*

and hereby report the following information:

1. Location address (legal address):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. INN (Taxpayer Identification Number) / KPP (Taxpayer Record Validity Code): \_\_\_*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.*

*(Number, date of document issue and issuing authority).*

1. OGRN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. Information about compliance with the criteria for being attributed to small and medium-sized business and information about produced goods, works, services and types of activities:

| Item No. | Information description | Small enterprises | Medium-sized business entities | Parameter |
| --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 |
|  | Total shareholding in a limited liability company’s authorised capital held by: the Russian Federation, regions of the Russian Federation, municipalities, non-governmental and religious organisations (associations), charities and other funds (except a total stake held as part of investment funds’ assets), in per cent | not more than 25 | | *-* |
|  | Total interest of foreign legal entities and (or) legal entities, not being small and medium-sized business entities, in the authorized capital of limited liability company, in percentage | not more than 49 | | *-* |
|  | Publicly traded shares of joint-stock company are attributed to shares of high-technology (innovative) sector of economics in the procedure, established by the Government of the Russian Federation | yes (no) | | |
|  | Activity of any business entity or economic partnerships is related to practical use (introduction) of the intellectual activity results (software for electronic computing machines, databases, inventions, useful models, industrial samples, selection inventions, integrated circuit topographies, trade secrets (know-how), the exclusive rights to which are owned by the founders (members) of such business entity, economic partnership respectively - to budgetary, to autonomous research institutions or which are budgetary institutions and autonomous institutions, higher educational organizations | yes (no) | | |
|  | The business entity, economic partnership have the status of project participant in accordance with Federal Law “On “Skolkovo” innovation center” | yes (no) | | |
|  | The founders (members) of business entities, economic partnerships are legal entities, included in accordance with the procedure, established by the Government of the Russian Federation, into an approved by the Government of the Russian Federation list of legal entities providing state support of innovative activity in forms, established by Federal Law “On science and state scientific and technical policy” | yes (no) | | |
|  | Average number of employees for the previous calendar year, persons | up to 100 persons, inclusive | from 101 to 250, inclusive | please specify the number of persons (for the previous calendar year) |
| up to 15 - micro-enterprise |
|  | Income for the previous calendar year, determined in accordance with the procedure, established by the laws of the Russian Federation on taxes and levies, shall be summarized over all performed activities and shall be applied for all tax treatments, million rubles | 800 | 2000 | please specify in million rubles (for the previous calendar year) |
| 120 per year - micro-enterprise |
|  | Information on the licenses received by a legal entity or individual person, included into the Unified State Register of Legal Entities or Unified State Register of Individual Entrepreneurs respectively | to be completed | | |
|  | Information about activities of the legal entity in accordance with its constituent documents or about the types of activities of the individual who has been entered in the Unified State Register of Individual Entrepreneurs and who performs entrepreneurial activities without establishing a legal entity, with indication of codes as per OKVED2 and OKPD2 | to be completed | | |
|  | Information about goods, works and services produced by small and medium-sized business entities with indication of codes as per OKVED2 and OKPD2 | to be completed | | |
|  | Information about compliance of produced by small and medium-sized business entities goods, works, services with the criteria for being attributed to innovative products, high-technology products | yes (no) | | |
|  | Information about participation in approved partnership programs of particular customers with small and medium-sized business entities | yes (no)  (in case of participation - name of the customer who implements the partnership program) | | |
|  | Information evidencing that the legal entity or individual person had in the previous calendar year contracts concluded in accordance with the Federal Law “On the contract system in the field of procurement of goods, works, services to meet the state and municipal needs” and (or) contracts concluded in accordance with the Federal Law “On the procurement of goods, works, services by certain types of legal entities” | yes (no)  (if available - a number of performed contracts or agreements and total amount) | | |
|  | Information evidencing that the head, members of the collegial executive body, the chief accountant of the small and medium-sized business entity have no criminal records in connection with economic crimes and that no punishment was administered with respect to the said individuals in the form of deprivation of the right to hold particular posts or to perform particular activities associated with operations of the small and medium-sized business entity and administrative penalty in the form of disqualification | yes (no) | | |
|  | Information evidencing that the data on the small and medium-sized business entity is kept in the registers of bad-faith suppliers provided for by Federal Laws “On the procurement of goods, works, services by certain types of legal entities” and “On the contract system in the field of procurement of goods, works, services to meet the state and municipal needs” | yes (no) | | |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(signature)

**L.S.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Surname, name, patronymic (if any) of the signatory, position)

INSTRUCTIONS FOR FILLING IN

* 1. These instructions should not be reproduced in the documents prepared by the bidder.
  2. This form shall be completed and provided as a part of the procurement bid in case there are no information about the procurement participant which is a newly registered individual entrepreneur or newly registered legal entity in accordance with Part 3 of Article 4 of Federal Law No. 209-FZ dated July 24, 2007 “On the Development of Small and Medium-Sized Business in the Russian Federation” (hereinafter - Law No. 209-FZ) in the unified register of small and medium-sized business entities.
  3. Category of the small or medium-sized business shall be changed only if the limit values are above or below those limit values specified in Items 7 and 8 of the Table (Item 4) given in this form within 3 calendar years following one after another.
  4. The procurement participant provides the number and the date of the procurement bid, supplemented with this form.
  5. The procurement participant shall specify its corporate name (including its legal form). The procurement participants shall also submit completed [Form 1.1](#_ФОРМА_ДЕКЛАРАЦИИ_О) as part of the procurement bid with respect to the joint contractor engaged by the procurement participant, if there are no information about such joint contractor which is a newly registered individual entrepreneur or a newly registered legal entity in accordance with Part 3 of Article 4 of Law No. 209-FZ in the unified register of small and medium-sized business entities.
  6. Restrictions regarding total interest of foreign legal entities and (or) legal entities not being small and medium-sized business entities, in the authorized capital of limited liability company (Item 2 of the Table of Item 4 of this Form) are not applicable to limited liability companies, which comply with restrictions specified in Sub-items “c” - “e” of Item 1 of Part 1.1 of Article 4 of Law No. 209-FZ, namely:

1. activity of such entities is related to practical use (introduction) of the intellectual activity results (software for electronic computing machines, databases, inventions, useful models, industrial samples, selection inventions, integrated circuit topographies, trade secrets (know-how), the exclusive rights to which are owned by the founders (members) of such business entities - to budgetary, to autonomous research institutions or which are budgetary institutions and autonomous institutions, higher educational organizations;
2. such entities have the status of project participant in accordance with Federal Law No. 244-FZ “On “Skolkovo” innovation center” dated September 28, 2010;
3. the founders (members) of such entities are legal entities, included into an approved by the Government of the Russian Federation list of legal entities providing state support of innovative activity in forms, established by Federal Law No. 127-FZ “On science and state scientific and technical policy” dated August 23, 1996.
   1. Rows 1 to 11 in the table provided in this Form (Clause 4) shall be mandatory for completion.
   2. In the Table (Item 5) “Information about compliance with the criteria for being attributed to small and medium-sized business and information about produced goods, works, services and types of activities” in column 5:

* in lines 1-2 the indicator shall be specified as a percentage; if the restriction specified in line 2 does not apply to the procurement participant, joint contractor, then the phrase “shall not be applied” and the reason for not applying such restriction should be specified in column 5 of the corresponding line;

in line 3 “yes” shall be specified if publicly traded shares of the procurement participant, joint contractor, being a joint-stock company, are attributed to shares of the high-technology (innovative) sector of economics in accordance with the procedure, established by Resolution of the Government of the Russian Federation No. 156 “On the rules of attributing publicly traded shares of Russian organizations to shares of the high-technology (innovative) sector of economics”; otherwise “no” shall be specified;

* in line 4 “yes” shall be specified if activity of the procurement participant, joint contractor is related to practical use (introduction) of the intellectual activity results, the exclusive rights to which are owned by the founders (members) of such procurement participant, joint contractor respectively - to budgetary, to autonomous research institutions or which are budgetary institutions and autonomous institutions, higher educational organizations; otherwise “no” shall be specified;
* in line 5 “yes” shall be specified if the procurement participant / joint contractorhas status of a project participant in accordance with Article 10 of Federal Law No.244-FZ “On Skolkovo Innovation Center” dated September 28, 2010; otherwise “no” shall be specified;
* in line 6 “yes” shall be specified if the founders (members) of the procurement participant, joint contractor are legal entities, included in accordance with the procedure, established by Resolution of the Government of the Russian Federation No. 1335 dated December 08, 2014 into an approved by the Government of the Russian Federation list of legal entities providing state support of innovative activity in the forms, established by Federal Law No. 127-FZ “On science and state scientific and technical policy” dated August 23, 1996; otherwise “no” shall be specified;
* in line 7 the number of employees of the procurement participant, joint contractorfor the previous calendar year shall be specified;
* in line 8 income of the procurement participant, joint contractor for the previous calendar year shall be specified, in million rubles;
* in line 9 information on the licenses, obtained by the procurement participant, joint contractor shall be specified and included into the Unified State Register of Legal Entities and the Unified State Register of Individual Entrepreneurs; otherwise “not applicable” shall be specified;
* in lines 10, 11 the corresponding codes as per OKVED2 and OKPD2 shall be specified;
* in line 12 “yes” shall be specified if goods, works, services produced by the procurement participant, joint contractor comply with criteria for attribution to innovative products, high-technology products; otherwise “no” shall be specified;
* in line 13 “yes” shall be specified if the procurement participant, joint contractorparticipates in the approved partnership programs (name of the customer implementing such partnership program shall be additionally specified); otherwise “no” shall be specified;
* in line 14 “yes” shall be specified if the procurement participant / joint contractorhas any contracts concluded in the previous calendar year in accordance with federal laws and (or) agreements (number of performed contracts or agreements and total amount of such contracts and (or) agreements shall be additionally specified); otherwise “no” shall be specified;
* in line 15 “yes” shall be specified if all the aforementioned persons of the procurement participant, joint contractor have no criminal records in relation to the said crimes and no respective punishment has been administered with respect to all such persons; otherwise “no” shall be specified;
* in line 16 “yes” shall be specified if the procurement participant, joint contractoris included in any of the said registers of bad faith suppliers; otherwise “no” shall be specified.

Form 2.

Appendix to the procurement bid

dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ No. \_\_\_\_\_\_

Request for proposals for the right to conclude a contract for procurement of services for lease of non-residential space for office in Tokyo (Japan)

## TECHNICAL PROPOSAL (Form 2)

***The bidder (the procurement participant): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Essence of the technical proposal***

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***(Signature of the authorized representative) (Name and position of the signatory)***

***L.S.***

INSTRUCTIONS FOR FILLING IN

1. These instructions should not be reproduced in the documents prepared by the bidder.
2. The bidder shall indicate the number and date of the procurement bid to which this technical proposal is attached.
3. The procurement participant shall specify its corporate name (including its legal form).
4. The form of the title page of the Technical proposal is given above.
5. In addition to the materials contained in the technical requirements, the bidder’s Technical Proposal shall include:
   * + - * description of the services to be provided given by the participant in its bid (including scope of services, or sequence for their provision, technical process of providing services, period of provision of services);
         * indication of scope of the services or of the procedure for its determination.
         * *the bidder shall indicate if parking place is included in the offer (indicate how many parking places are included). This information is to be provided in order to evaluate offers on the basis of criterion «Quality of technical proposal» in accordance with the provision 4.2 article 4 of the present documentation.*
6. In this form, the bidder shall confirm compliance with each requirement stipulated in the technical part of the procurement documentation (Volume 2).

Form 3.

Appendix to the procurement bid

dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ No. \_\_\_\_\_\_

Request for proposals for the right to conclude a contract for procurement of services for lease of non-residential space for office in Tokyo (Japan)

## SPECIFICATION OF SERVICES COST CALCULATION (Form 3)

***The bidder (the procurement participant): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

In the prices as of submission date of the procurement bid: \_\_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **№** | **Name of services** | **Number of months** | **Cost per unit of services per month, USA Dollars** | **Cost for 2 years (24 months), USA dollars** |
| 1 | 2 | 3 | 4 | 5 |
|  | Rent of non-residential space\_\_\_\_\_\_\_ sq.m. |  |  |  |
|  | Agency fee | X | **X** |  |
|  | Total cost of services, net of VAT | |  |  | |
|  | VAT | |  |  | |
|  | Total cost of services, including VAT | |  |  | |

***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***(Signature of the authorized representative) (Name and position of the signatory)***

***L.S.***

INSTRUCTIONS FOR FILLING IN

* 1. These instructions should not be reproduced in the documents prepared by the procurement participant.

1. The procurement participant shall indicate the number and date of the procurement bid to which this Specification of Services Cost Calculation is attached.
2. Procurement participants shall state their corporate name (including legal form of business).
3. The procurement participant shall indicate the date as of which the Specification of Services Cost Calculation was calculated.
4. The Specification of Services Cost Calculation shall include calculation of all elements comprising total price of the bid.

Form 4.

Appendix to the procurement bid

dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ No. \_\_\_\_\_\_

Request for proposals for the right to conclude a contract for procurement of services for lease of non-residential space for office in Tokyo (Japan)

## PLAN OF DISTRIBUTION OF TYPES AND SCOPES OF SERVICES PROVISION AMONG THE PROCUREMENT PARTICIPANT AND JOINT CONTRACTORS (Form 4)

Procurement participant (contractor): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Joint contractors

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

…

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item No. | Name of services | Name of the organization providing this scope of services | Cost of services | | Deadline for provision (start and end dates) |
| in money terms, in USA dollars  (including VAT) | in % of total value of services |
| 1 | 2 | 3 | 4 | 5 | 6 |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| … |  |  |  |  |  |
| TOTAL | | |  | 100% | X |

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

***(Signature of the authorized representative) (Name and position of the signatory)***

L.S.

INSTRUCTIONS FOR FILLING IN

1. These instructions should not be reproduced in the documents prepared by the procurement participant.
2. The procurement participant provides the number and the date of the procurement bid, supplemented with this certificate.
3. The procurement participant shall specify his corporate name (including the form of incorporation), joint contractors’ names (including the form of incorporation).
4. The procurement participant shall indicate the following in this form:

* the list of the services to be provided by the procurement participant (contractor) and by each joint contractor. This form shall include information about all joint contractors to be engaged in provision of services under the contract, regardless of the scope of the services to be provided by such joint contractors;
* cost of the services by the procurement participant (contractor) and joint contractors in money terms and in percentage in accordance with the Specification of Services Cost Calculation ([Form 3](#_SPECIFICATION_OF_SERVICES));
* deadline for services provision by the procurement participant (contractor) and by joint contractor in accordance with the Period for provision of services/

1. This form shall be completed both in the event of engagement of joint contractors by the procurement participant and in the event of failure to engage them; in the latter case, the words "joint contractors are not planned to be engaged" shall be specified in the tables.

# Templates of security of procurement bid and contract security.

Form 5.

## INDEPENDENT GUARANTEE TO SECURE THE PROCUREMENT BID (Form 5)

*Bank’s letterhead*

**ATTN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**INDEPENDENT GUARANTEE No.\_\_\_**

\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_ \_\_\_, 20\_\_

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Location:\_\_\_\_\_\_\_\_\_\_\_), hereinafter referred to as "the Principal", is intended to participate in the procurement for the right to conclude a contract for procurement of services for lease of non-residential space for office in Tokyo (Japan), which is conducted by \_\_\_ "\_\_\_\_\_\_\_" ***[please, specify name of the organizer of the procurement]*** (Location: \_\_\_\_\_\_\_\_\_\_ ***[please, specify post code, address of location of the organizer of the procurement]***; Bank details: \_\_\_\_

, hereinafter referred to as "the Beneficiary". Pursuant to the terms and conditions specified in the procurement documentation the Principal shall be obliged to provide the Beneficiary with a security for fulfillment of the obligations connected with the participation of the Principal in the procurement (procurement bid security) in accordance with the procurement notice published on \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (amount in figures and in words).

Considering the aforesaid, at the request of the Principal, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*details of the guarantor*), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_, acting under \_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Guarantor” hereby assume the irrevocable and unconditional obligation to pay out any amount not exceeding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(amount in figure and in words*) at the first written request of the Beneficiary:

* if the Principal directly and in writing refuses from signing the contract in the manner prescribed by the procurement documentation;
* failure of the Principal to sign the contract within the deadline established by the procurement documentation;
* in case of submission, at the time the contract is signed, any counterclaims in respect of the terms and conditions of the contract in contravention of those previously established in the procurement documentation and (or) in the Principal’s bid, including the terms and conditions agreed upon during the pre-contractual negotiations;
* in case of failure of the Principal to provide the documents which must be provided before conclusion of the contract and which are stipulated in the procurement documentation and obligations stated in the Principal’s bid (including failure to provide a resolution to approve or to close a major transaction and (or) a resolution to approve or to close an interested-party transaction before the conclusion of the contract, if such approval is required in accordance with the laws of the Russian Federation),

without disputes and objections on our part and without requiring that the Principal provides any evidence or justification of the requirement to pay the amount determined in this Guarantee.

The Guarantor’s obligations under this Guarantee shall be limited by the amount of *\_\_\_\_\_\_\_\_\_\_\_\_\_ (amount in figures and in words*).

The requirement of the Beneficiary to pay the amount under this Guarantee (hereinafter referred to as the “Requirement”) shall be made in writing and shall be signed by the CEO of the Beneficiary (or by an authorized person of the Beneficiary) and shall be certified by a seal of the Beneficiary.

The Claim must contain a reference to the number and date of this Guarantee. The Beneficiary should specify in the Requirement the essence of violation of the Principal’s obligations connected with participation in the procurement and shall specify details of the Beneficiary’s account on which operations with funds the Beneficiary receives are accounted in accordance with the laws of the Russian Federation and to which the Guarantor should transfer the amount claimed by the Beneficiary.

Together with the Claim the Beneficiary shall deliver the document confirming powers of the sole executive body (or other authorized person) which (who) has signed the Claim (resolution regarding election, order of appointment, power of attorney) to the Guarantor.

The Claim of the Beneficiary shall be received by the Guarantor at the address: \_\_\_.

Responsibility of the Guarantor to the Beneficiary for failure to fulfill or for improper fulfillment of the Guarantor’s obligation under the Guarantee shall be limited by the amount, with respect to which the Guarantee has been issued.

This Guarantee shall enter into force from the final date of opening access to the procurement bids and shall remain in force until \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_, 20\_\_ and any related request shall be provided to the Guarantor no later than the above date.

The Guarantor may increase the amount and/or duration of the Guarantee without the consent of the Beneficiary.

This Guarantee is subject to and is governed by the laws of the Russian Federation.

Any disputes arising out in connection with the validity, interpretation or fulfillment of this Guarantee shall be referred to the Arbitration Court of the city of\_\_\_\_\_.

*Signatures of the authorized persons*

(guarantor's seal)

# **PART 2**

The procedure for executing the procurement procedure is given in Part 2 of Volume 1 of the procurement documentation as a separate ***Word*** format file.

# **PART 3**

The draft contract to be concluded based on the procurement results is presented in Part 3 of Volume 1 of the procurement documentation as a separate ***Word*** format file.