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|  | APPROVED BY  R. Collyer,  CEO  RCSA ENERGY (PTY) Ltd.,  25 March, 2024 |

PROCUREMENT DOCUMENTATION

for public request for proposals without pre-qualification for the right to conclude a contract for the lease of non-residential office premises for the needs of RCSA ENERGY (PTY) LTD

VOLUME 1 GENERAL AND COMMERCIAL PARTS

2024

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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 13.02.2024 № 189).

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 a contract for the lease of non-residential office premises for the needs of RCSA ENERGY (PTY) LTD.
2. Customeracting as Procurement Organizer: RCSA ENERGY (PTY) LTD.

Location: Capetown, Republic of South Africa.

Postal address: 17th Floor, The Box, 9 Lower Burg Street, Capetown, Republic of South Africa, 8001.

Contact person: Ekaterina Vlasova.

Ph. +27 11 784 2554

E-mail: [Vlasova@rosatom.com](mailto:Vlasova@rosatom.com)

1. Number of lots: 1 (one).
2. Subject matter of the contract: lease of non-residential office premises for the needs of RCSA ENERGY (PTY) LTD.

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:

2 919 691,66 ZAR 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).

Justification of the initial (maximum) contract price is contained in the appendix to 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: ZAR.
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)***;
* 145.599,00 ZAR,not subject to VAT.
* South African rand.

Beneficiary: RCSA ENERGY (PTY) LTD.

17th Floor, The Box, 9 Lower Burg Street, Capetown, Republic of South Africa, 8001.

Capetown, Republic of South Africa.

Registration number: 2014/073014/07

Bank details: The Standard Bank of South Africa, branch Sandton city, Johannesburg

Account name: RCSA ENERGY (PTY) LTD

Account №: 220438587

SWIFT-code: SBZAZAJJ

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.rosatomafrica.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. Forms, order, starting date, deadline for provision of clarifications of the conditions of the Procurement Documentation:

The forms and the order for provision of clarifications of the Procurement Documentation are given in paragraph 2, Part 2 of Volume 1 of the Procurement Documentation.

Starting date for submission of requests for clarifications of the Procurement Documentation: March 25, 2024.

Deadline for provision of clarifications of the Procurement Documentation for requests received no later than 18-00 (Local time) March 29, 2024: no later than April 3, 2024.

1. 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: March 25, 2024.

Place, date and time of the deadline for submission of procurement bids: 17th Floor, The Box, 9 Lower Burg Street, Capetown, Republic of South Africa, 8001, no later than 12-00 (Local time) April 4, 2024.

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

17th Floor, The Box, 9 Lower Burg Street, Capetown, Republic of South Africa, 8001, 12-00 (Local time) April 4, 2024.

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

The selection stage of consideration of procurement bids:

17th Floor, The Box, 9 Lower Burg Street, Capetown, Republic of South Africa, 8001, no later than April 18, 2024.

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

17th Floor, The Box, 9 Lower Burg Street, Capetown, Republic of South Africa, 8001, no later than April 25, 2024.

1. Duration of the contract concluding: within 20 (twenty) days, but no earlier than 5 (five) days after the date of posting of the minutes containing the procurement results on the official website, 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 7 (seven)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 7 (seven) 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 information about state registration of legal entities and individual entrepreneurs shall be obtained by the business owner of the procurement process (customer) at its own efforts using web-site 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 and South African 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 and South African) 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; |
|  | **absence of unpaid taxes, levies, other outstanding obligatory payments to the budget of the budgetary system of the Russian Federation:**  for the Russian participants – the participant does not have unpaid taxes, levies, other outstanding obligatory payments to the budgets of the budgetary system of the Russian Federation (except amounts for which an extension, deferment, investment tax credit has been granted in accordance with the tax and levy legislation of the Russian Federation restructured according to the laws of the Russian Federation, regarding which there is a legally effective court order recognizing the bidder’s obligations to pay the said amounts as fulfilled or non-recoverable in accordance with the tax and levy legislation of the Russian Federation) for the expired calendar year in the amount exceeding twenty-five per cent of the book value of assets based on the financial statements for the last accounting period, or if the bidder has submitted an appeal against the said arrears, outstanding payments in the established order and the decision on this appeal has not been taken as of the date of review of the application | 1. confirmation filled in by the bidder on the basis as per Form 1 “The Procurement Bid" (subsection 5.1, Form 1)" regarding ***(only for the Russian participants)***:   - absence of unpaid taxes, levies, other outstanding obligatory payments to the budgets of the budgetary system of the Russian Federation (except amounts for which an extension, deferment, investment tax credit has been granted in accordance with the tax and levy legislation of the Russian Federation restructured according to the laws of the Russian Federation, regarding which there is a legally effective court order recognizing the bidder’s obligations to pay the said amounts as fulfilled or non-recoverable in accordance with the tax and levy legislation of the Russian Federation) for the expired calendar year in the amount exceeding twenty-five per cent of the book value of assets based on the financial statements for the last accounting period;  - information on the appeal against the said arrears, outstanding payments in the established order and the decision on this appeal has not been taken as of the date of the review of the application. |
|  | **shall have no restrictions on participation in procurement established by the legislation of the Russian Federation, and also shall comply with the requirements established on the basis of resolutions and orders of the Government of the Russian Federation:**  the procurement participant should disclose information about the entire chain of owners including beneficiaries (including ultimate ones). | 1. confirmation completed by the procurement participant in Form 1 “Application for Participation in Procurement” confirming that the procurement participant, its subcontractors (co-executors), manufacturers, as well as individuals and legal entities controlling these organizations shall not be on the list of individuals and legal entities in respect of whom special economic measures are applied in accordance with Resolution of the Government of the Russian Federation dated November 1, 2018 No. 1300 “On measures to implement the Decree of the President of the Russian Federation dated October 22, 2018 No. 592” and Resolution of the Government of the Russian Federation dated May 11, 2022 No. 851 “On measures to implement the Decree of the President of the Russian Federation dated May 3, 2022 No. 252”; 2. statement of liability filled in by the procurement participant as per Form "The Procurement Bid" (subsection 5.1, Form 1) which ensures that information about the chain of owners including beneficiaries (as well as ultimate beneficiaries) according to the form of and in accordance with the instructions specified in the procurement documentation and documents confirming such information will be provided before the conclusion of the contact in case of such conclusion. |
|  | **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 information about state registration of legal entities and individual entrepreneurs shall be obtained by the business owner of the procurement process (customer) at its own efforts using web-site 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.         + indication of the share of auxiliary area in the total area of the building (area loss ratio). This information is to be provided in order to evaluate offers on the basis of criterion «Quality of technical proposal» in accordance with paragraph 4.2, Part 1 Volume 1 of the procurement 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 4, [Form 1](#_PROCUREMENT_BID_(APPLICATION)));
2. 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);

1. The Specification of Services Cost Calculation in accordance with the instructions given in this procurement documentation (subsection 4, Form 3),
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 the criterion Цi is 95%);
3. Quality of technical proposal (significance of the 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 ZAR 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 ZAR 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: Quality (БTi)  The share of auxiliary area in the total area of the building (area loss ratio) | Points |
| The share of auxiliary area in the total area of the building (area loss ratio) from 0% to 5%. | 100 |
| The share of auxiliary area in the total area of the building (area loss ratio) from 5.01% to 10%. | 50 |
| The share of auxiliary area in the total area of the building (area loss ratio) from 10.01% to 20%. | 0 |

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 - 5 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 the lease of non-residential office premises for the needs of RCSA ENERGY (PTY) LTD, 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, on the following conditions:

| Item No. | Conditions of the procurement bids | Bidder proposal |
| --- | --- | --- |
|  | Bid price, ZAR including VAT | ***[specify the contract price with the amount of VAT]*** |
|  | Bid price, ZAR 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:***

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;
* \_\_\_\_\_\_\_\_\_\_\_\_ ***(name of the procurement participant)*** does not have unpaid taxes, levies, other outstanding obligatory payments to the budget of the budgetary system of the Russian Federation for the expired calendar year in the amount exceeding twenty-five per cent of the book value of assets \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***name of the procurement participant)*** according to the financial statements for the last accounting period;
* \_\_\_\_\_\_\_\_\_\_\_\_ ***(name of the procurement participant)***, subcontractors (co-executors), manufacturers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***(names of subcontractors (co- executors), manufacturers)*** attracted by \_\_\_\_\_\_\_\_\_\_\_\_ ***(name of the procurement participant)***, as well as individuals and legal entities controlling these organizations shall not be on the list of individuals and legal entities in respect of whom special economic measures are applied in accordance with Resolution of the Government of the Russian Federation dated November 1, 2018 No. 1300 “On measures to implement the Decree of the President of the Russian Federation dated October 22, 2018 No. 592” and Resolution of the Government of the Russian Federation dated May 11, 2022 No. 851 “On measures to implement the Decree of the President of the Russian Federation dated May 3, 2022 No. 252”;
* ***[in case of appealing against tax arrears, outstanding payments, by the procurement participant in the established order] it shall be stated:***

***\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of the procurement participant)*** has filed an application \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***[details of the application concerning an appeal against tax arrears, outstanding payments, as well as information about lack of decision on the said appeal as of the date of the reviewing of the applications];***

***[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. to submit information about the entire chain of ownership, including beneficiary owners (including ultimate ones) prior to the time of the contract execution, in accordance with the guidelines provided in the procurement documentation and to submit documentary evidence to confirm such information;
3. ***before concluding the contract, to provide the customer with the resolution to approve or to close a major transaction;***
4. ***prior to concluding the contract 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 c) and/or d):***

***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)* |  |
|  | *…* |  |
|  | … |  |
| … |  |  |
| … |  |  |
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| … |  |  |

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

***(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 ZAR, in accordance with the Cost Summary Table (column “Total”). The price shall be specified in format ХХХ,ХХХ,ХХХ.ХХ ZAR, for example: “1,234,567.00 ZAR. (One million two hundred and thirty-four thousand five hundred and sixty-seven South African rands)”.
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.

***[this form shall be submitted before conclusion of the contract by the procurement winner or by the person which is approved to be a party to the contract]***

Form 1.2.

## INFORMATION ABOUT THE OWNERS CHAIN INCLUDING BENEFICIARIES (INCLUDING ULTIMATE BENEFICIARIES) (Form 1.2)

The person which will be a party to the contract: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

name of the contractor to conclude the Agreement with

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Item No. | Information about the contractor | | | | | | Information on the chain of owners of the contractor including beneficiaries (including end ones) | | | | | | | Information on supporting documents (description, details, etc.) |
| INN (Taxpayer Identification Number) | OGRN (Primary State Registration Number) | Abbreviated name | Code as per OKVED (Russian Classifier of Types of Economic Activities) | Surname, Name, Patronymic of the CEO | Series and number of the CEO’s identification document | Item | INN (Taxpayer Identification Number) | OGRN (Primary State Registration Number) | Name / Full name | Registration address | Series and number of the identification document (for an individual) | Chief executive officer / participant / shareholder / beneficiary |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
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***(Signature of the authorized representative) (Name and position of the signatory)***

L.S.

INSTRUCTIONS FOR FILLING IN

1. This guideline shall not be replicated in the documents prepared by a contractor.
2. Form 1.2 is not subject to changes. All information and documents are obligatory for submission.
3. The contractor shall submit the Form 1.2 in two formats \*.pdf and \*.xls before concluding the contract;
4. The contractor must specify its INN in column 2. In case the contractor is a Russian legal entity, a 10-digit code is provided. In case the counterparty is a Russian natural person (whether individual entrepreneur or not), a 12 digit code is provided. In case the contractor is a foreign legal entity or natural person, “N/A” shall be specified in the column.
5. The contractor must specify its OGRN in column 3. It shall be completed in the case where the contractor is a Russian legal entity (13-digit code). In case the contractor is a Russian natural person as an individual entrepreneur (IE), OGRNIP (15 digit code) shall be specified. If the contractor is a Russian individual person, a foreign individual person or a legal entity, then “Not available” shall be specified in the column.
6. In column 4 the contractor shall indicate its legal form in abbreviation and the name of the contractor (for example, LLC, FSUE, CJSC, etc.). In case the contractor is a natural person, full name is provided.
7. In column 5 the contractor shall indicate the OKVED code. In the case where the contractor is a Russian legal entity and an individual entrepreneur the code which can consist of 2-6 digits separated by two points in two digits shall be indicated. In case the contractor is a Russian natural person, a foreign legal entity or a natural person, “N/A” shall be specified in the column.
8. Column 6 shall be completed by the contractor in the following format: Surname Name Patronymic, e.g. Ivanov Ivan Stepanovich.
9. The column 7 shall be filled in as series (space) number, e.g., 5003 143877. A foreign citizen is allowed to fill it in according to the data in the national passport.
10. Column 8 shall be completed according to the example.
11. The columns 9 and 10 shall be filled according to paragraphs 4 and 5 hereof.
12. Column 11 shall indicate the abbreviated legal form of organization and the contractor’s name (for example, LLC, FSUE (Federal State Unitary Enterprise), CJSC, etc.). In case the owner is a natural person, full name is provided. Also, in case the information on the director of the legal entity is available – the c contractor’s owner, his/her full name is provided.
13. Column 12 shall be completed with the use of the format of geographical hierarchy in descending order, for example, Tula, Pionerov St., 56-89.
14. Column 13 shall be completed according to paragraph 9 of the present instruction.
15. Column 14 shall contain the information about the way this entity relates to the higher link in the “contractor - beneficiary” chain in accordance with the example given in the sample form.
16. Column 15 shall indicate the legal status and details of the confirmation documents, for example, the Memorandum of Association dated 23.01.2008.
17. Disclosure of information on beneficiaries is conducted as part of execution of the Russian Federation Governement orders and is not related to the term "the beneficial owner" used in the Federal Law No. 115-FZ "On the Countercation to Legitimization (Laundering) of Proceeds of Crime and to Financing of Terrorism".
18. Owners chain table completion sample is not an exhaustive list or a standard representing a fully disclosed entire ownership chain, the "..." symbol means that it is necessary to disclose the whole chain down to the ultimate owners (beneficiaries).

*COMPLETION SAMPLE OF THE TABLE OF INFORMATION ON THE CHAIN OF OWNERS*

*form starts here*

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| *Item No.* | Information about the contracting party | | | | | |
| *INN (Taxpayer Identification Number)* | *OGRN (Primary State Registration Number)* | *Abbreviated name* | *Code as per OKVED (Russian Classifier of Types of Economic Activities)* | *Surname, Name, Patronymic of the CEO* | *Series and number of the CEO’s identification document* |
| *1* | *2* | *3* | *4* | *5* | *6* | *7* |
| *1* | *7734567890* | *1044567890123* | *“Romashka” LLC* | *45.xx.xx* | *Ivanov Ivan Stepanovich* | *5003 143877* |
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*end of form*

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| --- | --- | --- | --- | --- | --- | --- | --- |
| *Information on the chain of owners of the contractor including beneficiaries (including end ones)* | | | | | | | *Information on supporting documents (description, details, etc.)* |
| *Item* | *INN (Taxpayer Identification Number)* | *OGRN (Primary State Registration Number)* | *Name / Full name* | *Registration address* | *Series and number of the identification document (for an individual)* | *Chief executive officer / participant / shareholder / beneficiary* |
| *8* | *9* | *10* | *11* | *12* | *13* | *14* | *15* |
| *1.1* | *7754467990* | *108323232323232* | *“Svet 1” CJSC* | *Moscow, Lubyanka St., 3* |  | *Participant* | *Memorandum of Association dated 23.01.2008* |
| *1.1.0* | *111222333444* |  | *Petrova Anna Ivanovna* | *Moscow, Shchepkina St., 33* | *44 55 666777* | *Manager* | *Articles of Association, Order No. 45-l/s dated 22.03.10* |
| *1.1.1* | *333222444555* |  | *Sidorov Petr Ivanovich* | *Saratov, Lenina St., 45-34* | *55 66 777888* | *Shareholder* | *Memorandum of Association dated 12.03.2004* |
| *1.1.2* | *6277777777* | *104567567567436* | *“Cherepashka” LLC* | *Saratov, Lenina St., 45* |  | *Shareholder* | *Memorandum of Association dated 12.03.2004* |
| *1.1.2.0* | *7495672857623* |  | *Mukhov Amir Mazievich* | *Saratov, Lenina St., 45* | *66 78 455434* | *Manager* | *Articles of Association, Order No. 77-l/s dated 22.05.11* |
| *1.1.2.1* | *8462389547345* |  | *Mazaeva Inna Lvovna* | *Saratov, K. Marksa St., 5-34* | *67 03 000444* | *Beneficiary* | *Resolution on establishment of LLC dated 12.03.2004* |
| *…* |  |  |  |  |  |  |  |
| *1.2* | *7754456890* | *107656565656565* | *“Svet 2” LLC* | *Smolensk, Titova St., 34* |  | *Participant* | *Memorandum of Association dated 23.01.2008* |
| *1.2.0* | *666555777444* |  | *Antonov Ivan Igorevich* | *Smolensk, Titova St., 34* | *66 55 444333* | *Manager* | *Articles of Association, Order No. 56-l/s dated 22.05.09* |
| *1.2.1* | *888777666555* |  | *Ivlev Dmitry Stepanovich* | *Smolensk, Chapayeva St., 34-72* | *77 55 333444* | *Participant* | *Memorandum of Association dated 23.01.2006* |
| *1.2.2* | *333888444555* |  | *Stepanov Igor Dmitrievich* | *Smolensk, Gagarina St., 2-64* | *66 77 223344* | *Participant* | *Memorandum of Association dated 23.01.2006* |
| *…* |  |  |  |  |  |  |  |
| *1.3* | *ASU66-54* |  | *Iguana LTD* | *USA, State of Virginia, 533* |  | *Participant* | *Memorandum of Association dated 23.01.2008* |
|  |  |  | *Ruan Max Amer* | *Cyprus, Limassol, 24-75* | *776AE 6654* | *Manager* |  |
| *…* |  |  |  |  |  |  |  |

Form 2.

Appendix to the procurement bid

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

Request for proposals for the right to conclude a contract for the lease of non-residential office premises for the needs of RCSA ENERGY (PTY) LTD

## 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.
         * indication of the share of auxiliary area in the total area of the building (area loss ratio). This information is to be provided in order to evaluate offers on the basis of criterion «Quality of technical proposal» in accordance with paragraph 4.2, Part 1 Volume 1 of the procurement 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 the lease of non-residential office premises for the needs of RCSA ENERGY (PTY) LTD

## 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** | **Quantity** | **Per 1 month, ZAR, incl. VAT** |
| 1 | 2 | 3 | 4 |
|  | Rent for office premises **(indicate \_\_** **sq.m)** | \_\_\_ sq.m |  |
|  | Rent for a balcony (if any) | **month** |  |
|  | Rates and taxes | **month** |  |
|  | Levies | **month** |  |
|  | Parking (indicate the price for the parking spaces) | **2 spaces** |  |
|  | Rent escalation, **(indicate \_\_% per year for the lease )** | **\_\_ % per year** | **X** |
|  | Rent escalation, **(indicate \_\_% per year for the parking spaces )** | **\_\_ % per year** | **X** |
|  | Rent escalation, **(indicate \_\_% per year for the other expenses )** | **\_\_ % per year** | **X** |
|  | **Total cost of services, net of VAT, for 36 months** | |  |
|  | **VAT, for 36 months** | |  |
|  | **Total cost of services, including VAT, for 36 months** | |  |

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

***(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 lease of non-residential office premises for the needs of RCSA ENERGY (PTY) LTD

## 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 ZAR 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 the right to conclude a contract for lease of non-residential office premises for the needs of RCSA ENERGY (PTY) LTD, which is conducted by RCSA ENERGY (PTY) LTD (Location: 17th Floor, The Box, 9 Lower Burg Street, Cape Town, 8001; Registration number: 2014/073014/07, Bank details Acc. 220438587, The Standard Bank of South Africa, branch Sandton city, Johannesburg, SWIFT: SBZAZAJJ, 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;
* failure of the Principal to provide the security for fulfillment of the contractual obligations ***[such obligations are to be included by the participant if the provision of the contract fulfillment security before conclusion of the contract is indicated in 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: \_\_\_.

The Guarantor shall make the payment under the Guarantee or refuse to make such payment within five (5) working days from the date of the receipt of the Beneficiary’s Claim. Reasonable refusal shall be sent by the Guarantor to the Beneficiary and the Principal.

The responsibility of the Guarantor towards the Beneficiary for the unfulfillment or improper fulfilment of its obligations under the Guarantee is not limited by the amount for which the Guarantee has been issued.

In case of non-fulfilment of the Claim for payment under this Guarantee within the established time and as requested by the Beneficiary, the Guarantor undertakes to pay the Beneficiary a penalty in the amount of 0.1% (one tenth of the per cent) of the amount due for payment under the Beneficiary’s Claim, for every calendar day of delay starting with the day following the day of the expiration of the term for the payment under the Beneficiary’s Claim, established by the above paragraph of the Guarantee.

The moment of the fulfilment of the Guarantor’s obligations under the Guarantee shall be actual receipt of the money funds to the Beneficiary’s account provided in its Claim.

The expenses incurred due to the Guarantor’s transfer of funds under this Guarantee shall be borne by the Guarantor.

In case if the Guarantor shall not, within five (5) working days, fulfil the Beneficiary’s Claim for payment of money funds under this Guarantee, the Guarantor shall provide the Beneficiary with the right of direct debit of due amounts from the Guarantor’s account.

The Guarantor’s obligation towards the Beneficiary shall be limited by payment of the amount for which the Guarantee has been issued and shall be decreased by the amounts equal to the Guarantor’s fulfilment of its obligations under the Guarantee.

No amendments and supplements introduced to the Main obligation shall relieve the Guarantor from its obligations under this Guarantee.

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\_\_\_\_\_.

Any dispute, disagreement, claim or motion arising from this Guarantee and in connection to it, as well as connected to its violation, execution, amendment, termination and invalidity shall be resolved by the choice of the complainant:

1) through arbitration managed by the Russian Arbitration Centre at the autonomous non-profit organization “Russian Institute of Modern Arbitration” in accordance with the provisions of the Rules of Arbitration.

The following email addresses shall be used for the purposes of directing written applications, notifications and other written documents:

Guarantor: \_\_\_\_\_\_\_\_\_@ \_\_\_.ru *(email address)*

Beneficiary: \_\_\_\_\_\_\_\_\_@ \_\_\_.ru *(email address)*

In case of changes to the email address stated above, the Guarantor undertakes to notify the Beneficiary about the said change immediately, and in case the arbitration has already started, to notify the Russian Arbitration Centre at the autonomous non-profit organization “Russian Institute of Modern Arbitration”, as well. Otherwise, the Guarantor shall bear all the negative consequences of the direction of the written applications, notifications and other written documents to an inoperative email address.

The Guarantor undertakes the responsibilities to execute an arbitral judgment voluntarily.

The judgment rendered by the arbitrator shall be deemed final and not to be cancelled.

*otherwise*

2) *(option[[1]](#footnote-1) for a guarantor-resident of the Russian Federation)* in the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with the Rules of arbitration for internal disputes. Arbitral judgment shall be final;

*(option for a guarantor who is not resident of the Russian Federation)* in the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with the Rules of arbitration for international commercial disputes. Arbitral judgment shall be final.

*otherwise*

3) by way of arbitration (mediation) managed by the Arbitration Centre at the Russian Union of Industrialists and Entrepreneurs (RSPP) in accordance with its rules valid as of the date of filing the claim form. The judgment rendered by the arbitration court shall be deemed final, binding and conclusive.

*Signatures of the authorized persons*

(the 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.

1. Option of clause 2) shall be chosen when executing the guarantee depending on jurisdiction where the Guarantor belongs. [↑](#footnote-ref-1)