

“Belavia – Belarusian Airlines”

APPROVED by  
General Director of the  
Airline Company

\_\_\_\_\_ A.N. Gusarov  
\_\_\_\_\_ 2015

**TENDER DOCUMENTS**  
for Purchase of  
Automated System for Continued Airworthiness,  
Maintenance and Repair of Aircrafts  
(AS CA MRA)

## CONTENTS

1	Invitation to Tender .....	4
2	Basic Terms and Definitions .....	6
3	General Provisions .....	7
3.1	Information about the Customer Representing the Tendering Authority of the Purchase .....	7
3.2	Subject of the Purchase .....	7
3.3	Information about the Purchase .....	7
3.4	Legal Status of the Purchase .....	7
3.5	Rights of the Customer .....	7
4	Requirements to the Bidders .....	9
4.1	Participation in the Tender .....	9
4.2	Compulsory Requirements to the Bidder .....	9
4.3	Involving Subcontractors (Joint Contractors) .....	9
4.4	Miscellaneous Provisions .....	10
5	General Procedure of Purchase .....	11
5.1	Invitation to Tender and Tender Documents .....	11
5.2	Preparation of Bids .....	11
5.2.1	Structure of the Bid .....	11
5.2.2	Requirements to Validity of the Bid .....	13
5.2.3	Requirements to Price Assessment .....	13
5.2.4	Requirements to Payment .....	13
5.2.5	Requirements to Registration of the Bid .....	13
5.2.5.1	Number of Bids .....	13
5.2.5.2	Procedure of the Bid Preparation .....	14
5.2.5.3	Requirements to Language of the Bid .....	15
5.2.5.4	Requirements to Currency of the Bid .....	15
5.3	Clarification and Amendment of the Tender Documents .....	15
5.3.1	Obtaining Clarifications .....	15
5.3.2	Introduction of Amendments to the Tender Documents .....	16
5.4	Submission of the Bids .....	16
5.4.1	Requirements to Submission of the Bids .....	16
5.4.2	Amendment, Supplement and Withdrawal of the Bid by the Bidder ....	17
5.5	Opening the Received Bids .....	17
5.6	Negotiations .....	17
5.7	Selection, Evaluation of the Bids and Choice of the Winner .....	18
5.7.1	Selection .....	18
5.7.2	Assessment .....	19
5.7.3	Selection of the Winner .....	21
5.8	Notice to the Bidders .....	21

5.9	Dispute Settlement .....	21
5.10	Conducting Pre-contractual Negotiations (if necessary) and Signing of Contract with the Winner.....	22
5.10.1	Pre-contractual Negotiations .....	22
5.10.2	Decision-making .....	22
5.10.3	Signing of the Contract.....	22
	Form 1 “Letter on Submitting the Bid” .....	24
	Form 2 “Profile of the Bidder” .....	26
	Form 3 “Declaration of Conformity of the Bidder”.....	28
	Form 4 “Commercial Terms” .....	29
	Form 5 “Technical Conditions” .....	32
	Form 6 “Information about Performance of the Works (Services), Similar to the Subject of Purchase” .....	35
	Form 7 “Plan on Distribution of Works (Services)” .....	37

## 1 Invitation to Tender

<b>Name of the Customer Organizing the Purchase:</b>	“Belavia – Belaruisan Airlines” (“Belavia”)
<b>Legal Address:</b>	14 Nemiga St., 220004 Minsk, Republic of Belarus
<b>Postal Address:</b>	14A Nemiga St., 220004 Minsk, Republic of Belarus
<b>Executives in Charge:</b>	Engineering Department Deputy Manager Dmitry Shcherbunov:  Postal Address: 14A Nemiga St., 220004 Minsk, Republic of Belarus Email: <a href="mailto:mro.soft@belavia.by">mro.soft@belavia.by</a>
<b>Type of Purchasing Procedure:</b>	Tender
<b>Source of Purchase Financing:</b>	Own funds of the Airline Company
<b>Subject of Purchase:</b>	The subject of purchase shall be acquisition and implementation of the automated system for continued airworthiness, maintenance and repair of aircrafts in accordance with the requirements.
<b>Method of Obtaining Tender Documents:</b>	Tender Documents shall be provided to the potential Bidders as follows: - by e-mail based on a request for documentation on the purchase (hereinafter referred to as the request), which is issued in any form on the company's letterhead and signed by the duly authorized person; - within 2 (two) working days after receipt of the request. The request issued either in electronic form

(as a scanned copy) or in hard copy shall be sent to the Executive in Charge of the Customer.

The request should specify the e-mail address to which the documents will be sent (in its absence the request shall be considered rejected and the Tender Documents shall not be provided).

No fee shall be charged for provision of the documentation on purchase.

**Requirements to the Structure of the Bidders:**

Any legal entity or individual entrepreneur may participate in the purchase.

**Place and Date of Supply:**

In accordance with the Tender Documents

**Expiration Date and Place for Submission of Bids:**

Until 3 p.m. (Minsk time) of August 14, 2015 at the location of the Customer

**Date and Place of Opening Bids:**

At 12 a.m. (Minsk time) of August 17, 2015 at the location of the Customer

## 2 Basic Terms and Definitions

AS CA MRA shall mean the automated system for continued airworthiness, maintenance and repair of aircrafts.

Customer (Tendering Authority) shall mean “Belavia – Belarusian Airlines” (“Belavia”) (hereinafter referred to as the Airline Company).

Purchase (Tender) shall mean acquisition of goods (works, services) for the needs of the Airline Company.

Commission shall mean the Commission to be established by the Customer (Tendering Authority) during the organization and conduct of the Tender.

Tender Documents shall mean a set of documents containing complete information about the subject, conditions and rules of the Tender, rules of preparation, issuing and submission of the Bids by the Bidder, criteria for and procedure of evaluation and comparison of the Bids (hereinafter referred to as the Documentation).

Winning Bidder shall mean the Bidder, which Bid in accordance with this Documentation was chosen as the best one as a result of evaluation and comparison of the Bids.

Bid shall mean a combination of the documents provided by a legal entity or individual, including individual entrepreneur, involved in the purchasing procedure as a potential supplier (contractor, service provider), based on which it offers to supply or sell the goods (to carry out works, render services) under the purchasing conditions determined by the Customer.

Invitation to Tender shall mean document announcing the beginning of the Tender, intended for potential Bidders.

The Customer’s website shall be [www.belavia.by](http://www.belavia.by)

The system “Tenders” shall mean the website [www.icetrade.by](http://www.icetrade.by)

Requirements to AS CA MRA shall mean the document describing the technical, functional and other requirements to AS CA MRA.

Bidder shall mean a legal entity or individual, including individual entrepreneur, participating in the purchasing procedure as a potential supplier (contractor, service provider) in accordance with this Documentation.

### 3 General Provisions

#### 3.1 Information about the Customer Representing the Tendering Authority of the Purchase

Full name: “Belavia – Belarusian Airlines”.

Location:

Legal Address: 14 Nemiga St., 220004 Minsk, Republic of Belarus.

Postal Address: 14A Nemiga St., 220004 Minsk, Republic of Belarus.

#### 3.2 Subject of Purchase

Subject matter of the Purchase shall be acquisition and implementation of AS CA MRA.

The detailed description of characteristics of the AS CA MRA, including the scope of work (services) related to the subject matter of this Purchase shall be given in the Requirements to AS CA MRA.

The Tender shall be performed in compliance with the Purchasing Procedure, approved by Order No.191 of the General Director of the Airline Company dated June 30, 2012 "On improvement of purchasing procedure at the cost of own funds", and by the Commission established by the Order of General Director No.152 dated June 10, 2015.

#### 3.3 Information about the Purchase

Place and date of supply: 14A Nemiga St., 220004 Minsk, Republic of Belarus, the stage of setting and implementation of AS CA MRA should be finished not later than December 31, 2016.

Expiration date and place of submission of Bids: until 3 p.m. (Minsk time) of August 14, 2015 at the location of the Customer.

Date and place of opening Bids: 12 a.m. (Minsk time) of August 17, 2015 at the location of the Customer.

#### 3.4 Legal Status of the Purchase

The Bid of the Bidder shall have the legal status of an offer and shall be considered by the Customer of the Tender in accordance with this, though the Customer shall reserve the right to allow or invite the Bidders to introduce amendments to their Bids at the stages of Purchase.

#### 3.5 Rights of the Customer

The Customer shall be entitled to:

refuse from purchase, at the same time the Customer shall not reimburse to the Bidder the expenses incurred in connection with participation in the Tender;

request the Bidders to provide clarifications of provisions they submitted in the Bids;

at any stage of purchase verify the compliance of the Bidders and their involved subcontractors (joint contractors) with the requirements laid down in the Tender Documents;

carry out any kind of requests or investigations to verify the declarations, documents and information provided by the Bidders;

involve the third parties having expertise in the subject of purchase in examination, evaluation and comparison of the Bids;

amend the Invitation to the Tender and/or Tender Documents;

extend the deadline for submitting and opening the Bids, and summarizing the results of the Tender;

reject the Bid of the Bidders, which concluded an agreement among themselves to influence the selection of the Winner.



## 4 Requirements to the Bidders

### 4.1 Participation in the Tender

Any legal entity or an individual, including individual entrepreneur, regardless of the legal and organizational form, form of ownership, location and origin of capital may participate in the Tender.

### 4.2 Compulsory Requirements to the Bidder

The Customer shall establish the following compulsory requirements to the Bidder:

It has full legal capacity for the conclusion and execution of the contract relating to the subject of purchase;

It has no overdue accrued taxes, fees and other compulsory payments to the budgets of any level or state non-budgetary funds;

It is not insolvent or bankrupt, is not in the process of liquidation, the property of the Bidder in part essential for performance of the contract relating to the subject of purchase is not to be arrested, the economic activity of the Bidder is not to be suspended;

It has all necessary rights to the intellectual property rights to be acquired by the Customer, which are the subject of purchase;

It has experience in execution of the works (services), similar to the subject of purchase, for the last 5 (five) years (including the current year);

The Bidder has 10 or more successfully implemented and operated AS CA MRA in aviation industry;

The Bidder provides the Bids for consideration only on finished products (AS CA MRA);

It is not registered with system "Tenders" in the register of suppliers (contractors, service providers), temporarily not allowed to purchases;

It is a member of Quality Management System ISO 9001.

### 4.3 Involving Subcontractors (Joint Contractors)

The Bidders may involve subcontractors (joint contractors), in case the price of subcontracting works (services), which are the subject of purchase, does not exceed 30 (thirty) percent of the total price of the Bid.

The Bidder may not act as a subcontractor (joint contractor) of the other Bidders.

The Customer may reject the Bid or unilaterally terminate the contract, if it turns out that one or several subcontractors (joint contractors) refuse to perform works (services), and the remaining subcontractors (joint contractors), to the Customer's opinion, are not able to independently perform the contract.

#### 4.4 Miscellaneous Provisions

The Bidder shall bear all costs associated with preparation and submission of the Bid, and the Customer shall not be liable for such costs and shall not have any obligations, regardless of the progress and results of the Bids consideration.

The Customer shall provide reasonable confidentiality of all information received from the Bidders, including the one contained in the Bids. Provision of this information to the other Bidders or to the third parties shall be possible only in cases expressly permitted by the applicable law or these Tender Documents.

No claims to the Customer related to additional payments or increase in the terms of the works (services) performance will be accepted on the grounds that the Bidder did not understand any matters.

## 5 General Procedure of Purchase

The Purchase shall be carried out in the following order:

Invitation to Tender and Tender Documents (See Cl. ~~7.8~~);

Preparation of Bids (See Cl. 5.2);

Clarifications and amendments, if necessary (See Cl. ~~7.8~~);

Submission of Bids (See Cl. 5.4);

Opening of the received Bids (See Cl. 5.5);

Negotiations (See Cl. ~~7.8~~);

Selection, evaluation and choice of the Winning Bid (See Cl. ~~7.9~~);

Notification of the Bidders (See Cl. 5.8);

Dispute settlement (See Cl. ~~5.9~~);

Holding pre-contractual negotiations (if necessary) and signing the contract with the winner (See Cl. ~~5.10~~).

### 5.1 Invitation to Tender and Tender Documents

Invitation to Tender and Tender Documents:

shall be developed and approved by the Customer;

shall be registered with the information system “Tenders”;

shall be placed on the official website of the Customer.

Invitation to Tender and Tender Documents may be:

sent to the well-known suppliers (contractors, service providers);

placed in mass media.

### 5.2 Preparation of Bids

#### 5.2.1 Structure of the Bid

The Bidder shall prepare the Bid, which includes the following documents:

A Letter on Submitting the Bid (See Form 1);

Copies of documents (orders, minutes of the meetings of founders on appointment of the Director, etc.), confirming the powers of the person signing the Bid. If the Bid is signed by proxy, the original or notarized copy of the Power of Attorney shall be provided, as well as the above mentioned documents for the person, who issued the Power of Attorney;

Profile of the Bidder (See Form 2);

Declaration of Conformity of the Bidder (Form 3);

Commercial Terms (See Form 4), including the total price of the Bid and the payment schedule;

Technical Conditions (See Form 5), including the schedule of works (services) and compliance of the Bid with the requirements to AS CA MRA;

Information about performance of works (services), similar to the subject of purchase, for the last 5 (five) years, including the current year (See Form 6);

Plan on Distribution of Works (Services) between the Bidder and subcontractors (joint contractors) (See Form 7);

Documents confirming the legal status of the Bidder:

a) for the residents of the Republic of Belarus: a notarized copy of the Certificate of State Registration of the Legal Entity (Individual Entrepreneur);

b) for the non-residents of the Republic of Belarus: a notarized copy of the Extract from the Trade Register of the country of origin or other equivalent confirmation of the legal status in accordance with the legislation of the country of origin;

Documents confirming the economic solvency of the Bidder (dated not later than 30 (thirty) calendar days prior to the date of submitting the Bid by the Bidder):

a) confirmation of the tax residency;

b) for the residents of the Republic of Belarus: a certificate of good standing, confirming absence of debts on taxes, fees and other compulsory payments to the budgets of any level or state non-budgetary funds, issued by the authorized body;

c) a certificate from the servicing bank about the number of open accounts and availability of cash flow on them.

A draft contract, which the Bidder is ready to conclude with the Customer, if it is selected the winner, for the period of not less than 5 (five) years with the possibility of extension on the initiative of the Customer, including:

a) Name of service: implementation of AS CA MRA;

b) Term of service: Setting up and implementation of AS CA MRA shall be completed not later than December 31, 2016;

c) Payment terms: See Cl. 5.2.4.

d) Warranty conditions: 12 months from the date of implementation of AS CA MRA at the Customer's location;

e) Conditions of liability: in accordance with the applicable legislation of the Republic of Belarus.

Documents certifying availability of the quality management system;

Documents certifying availability of more than 10 successful implementations and operation in the aviation sector (airline companies and aircraft maintenance plants);

Reviews, recommendations and other documentary evidence of similar contracts performance (if any);

Other documents, which, according to the Bidder, confirm its compliance with the Tender Documents, with appropriate comments, explaining the purpose of these documents.

#### 5.2.2 Requirements to Validity of the Bid

The Bid shall be valid for the period specified by the Bidder in the letter on submission of the Bid. In any event, this period shall be not less than 180 (one hundred eighty) days from the day following the day of opening the received Bids.

#### 5.2.3 Requirements to Price Assessment

All works (services), which are the subject of purchase, shall be carried out by and at the expense of the Bidder.

The price of the Bid shall be:

based on the stages in accordance with the requirements to AS CA MRA (stage of setting up and implementation of AS CA MRA and stage of operation of AS CA MRA);

calculated taking into account the cost of insurance, customs duties, taxes and other compulsory payments (including additional services, if any).

The price of the Bid, submitted by the Bidder, may not be changed, except for the price reduction as a result of negotiations.

#### 5.2.4 Requirements to Payment

According to the legislation of the Republic of Belarus, the transactions on import of works (services) shall be made within 60 (sixty) calendar days from the date of advance payment. Therefore, the works (services), being the subject of purchase, should be broken down into stages lasting not more than 60 (sixty) calendar days each, starting from the date of advance payment.

The method of payment shall be bank transfer; an advance payment of up to 50 (fifty) percent – not later than 10 (ten) banking days from the date of invoice for each stage separately; the remaining part of the amount – not later than 10 (ten) banking days from the date of signing the Acceptance Certificate for each stage.

#### 5.2.5 Requirements to Registration of the Bid

##### 5.2.5.1 Number of Bids

Each Bidder may submit only one Bid.

If case of submission by one Bidder of two or more Bids, when the

previously submitted Bid(s) of such Bidder was (were) not withdrawn, all such Bids of the Bidder, submitted with regard to this purchase cannot be accepted for consideration.

#### 5.2.5.2 Procedure of the Bid Preparation

The order of the Bidding documents shall comply with the order described in Cl. 5.2.1.

Each document, included in the Bid, shall be signed by a person authorized to act on behalf of the Bidder without the Power of Attorney, or a duly authorized person acting under the Power of Attorney. This requirement shall not apply to notarized copies of documents.

Each document, included in the Bid, shall be sealed by the Bidder (except for the notarized copies of documents).

Additional media (CD-R, CD-RW, brochures, books, magazines) should be, if possible, appropriately labelled (e.g., using stickers) and placed in separate (so-called “information”) envelopes. The information envelopes shall be attached after the last page of the Bid.

After that all pages of the Bids should be sequentially numbered without exception.

The information envelopes shall be numbered separately from the pages: “Information Envelope No. 1”, “Information Envelope No. 2”, etc. The numbering of content, put in the information envelope, shall not be performed.

The documents (sheets and information envelopes), included in the Bid, should be fastened or packed so as to prevent accidental loss or moving of pages and information envelopes. If the Bid is composed of several volumes, each volume is recommended to be stitched with the inventory of documents included in it in form of application. The pages of each volume should be sequentially numbered.

The Bidder shall prepare:

1 (one) counterpart of the Bid in hard copy;

1 (one) electronic copy of the Bid (intended to accelerate the process of evaluation and comparison of the Bids).

An electronic copy of the Bid should be prepared as a single file of Portable Document Format (PDF). The file should not be protected against its opening, changing, copying of its content or printing out. The file should be named so that it would be clear from its name, to which purchase it relates. If you cannot prepare an electronic copy as a single file, all files should not be protected against their opening, changing, copying of its content or printing out. The files should be named so that it would be clear from their name, to which purchase they belong.

The electronic copies of the Bids should include a full set of documents

(except the content of the information envelopes).

No corrections in the text of the Bid shall be valid, except where such corrections are certified by a handwritten inscription “Alteration” and handwritten signature of the authorized person next to each correction.

If there is a discrepancy between the amount in words and in figures, the amount in words shall prevail.

If there is a discrepancy between the unit price and the total amount obtained by multiplying the unit price and the quantity, the unit price shall prevail, except where, according to the Customer, there was obviously a gross error in the formulation of the decimal point in the unit price. In such cases the total amount shall prevail, and the unit price shall be corrected.

It is assumed that the Bidder has studied all the instructions, forms, terms, specifications and other information contained in the Tender Documents. Incomplete provision of the information requested in the Tender Documents, or submission of the Bid that does not meet all the requirements of the Tender Documents, may result in rejection of the Bid.

If for any reason the Bidder cannot provide any document required by the Tender Documents, it should attach a free form certificate, explaining the reason for the lack of the required document, as well as containing assurances to the Customer in compliance of the Bidder with this requirement. The certificate shall be considered by the Customer, but it shall not replace the missing document.

#### 5.2.5.3 Requirements to Language of the Bid

All documents included in the Bid shall be prepared in Russian or English.

When using the English language, the translation of the documents into Russian (except the content of the information envelopes) shall be submitted as well. In case of discrepancies in translation, the text in English shall prevail.

#### 5.2.5.4 Requirements to Currency of the Bid

All amounts of funds in the documents, included in the Bid, shall be expressed in US dollars.

### 5.3 Clarification and Amendment of the Tender Documents

#### 5.3.1 Obtaining Clarifications

To obtain clarifications on the Tender, the Bidders shall contact the Executive in Charge of the Customer specified in the Invitation to Tender.

The Bidder shall be entitled to apply to the Executive in Charge for clarifications on the Tender Documents in writing or by e-mail. The request may be sent not later than August 12, 2015.

The Executive in Charge of the Customer within 2 (two) working days shall respond to the request in the same form and manner. Besides, the Customer may send an explanation simultaneously to all Bidders, which officially received the Tender Documents.

#### 5.3.2 Introduction of Amendments to the Tender Documents

Until the deadline for submission of the Bids, the Customer may:  
postpone the date and time of submission of the Bids;  
introduce amendments to the Tender Documents.

In case of introducing amendments to the Tender Documents, the duration of purchase may be extended. Moreover, if amendments are made during the second half of the period established for preparation and submission of the Bids, the period shall be extended so that since the date of registration of such amendments in the system “Tenders” and until the date of expiry of the period set for preparation and submission of the Bids, such period would be not less than half the original term.

Prior to the procedure of opening the Bids, the Customer shall be entitled to postpone the date and time of the procedure of opening the Bids.

Prior to summarizing the results of the Tender, the Customer shall be entitled to change the date of consideration and summarizing the results of the Bids.

All Bidders, which submitted their Bids, shall be immediately notified of any changes or amendments with the use of operational means of communication (telephone, fax, e-mail).

Any amendment to the Tender Documents shall be integral part thereof.

### 5.4 Submission of the Bids

#### 5.4.1 Requirements to Submission of the Bids

The Bidder shall submit the Bid in writing, in the manner and form set forth in the Tender Documents.

Before submitting the Bid, it shall be carefully sealed in an envelope (package, box, etc.), which in accordance with the Invitation to Tender shall indicate:

name and address of the Customer;  
operational means of communication (telephone, fax, e-mail);  
subject of purchase;  
wording “Do not open until 12 a.m. (Minsk time) on August 17, 2015”;



name and Postal Address of the Bidder.

#### 5.4.2 Amendment, Supplement and Withdrawal of the Bid by the Bidder

The Bidder may amend, supplement or withdraw its Bid after submission, in case the Customer receives a written notice of amendment, supplement or withdrawal of the Bid until the deadline for Bids submission, specified in the Tender Documents.

#### 5.5 Opening the Received Bids

Opening the received Bids shall take place at 12 a.m. (Minsk time) on August 17, 2015 at the location of the Customer.

Each received Bid shall be opened by the Purchasing Commission and the following information shall be read aloud:

name and address of the Bidder;

subject of purchase;

total price of the Bid;

other information considered necessary to be announced by the Customer.

The opening procedure may be attended by the representatives of the Bidders, which timely submitted the Bid. To attend this procedure, the Bidder shall not later than 1 (one) working day before the date of opening the Bids notify the Customer in writing on the official letterhead of its desire to attend the procedure of opening the Bids. The representative of the Bidder should have documents confirming his authority to be present at the Bids opening procedure and to provide clarifications on the questions arising at the Customer.

The present representatives of the Bidders shall be registered, and the registration list shall be attached to the minutes of the commission meeting.

If less than 2 (two) Bids are submitted, the Tender shall be declared invalid, in which case the Bid shall not be opened. With the written consent of the Bidder, the submitted Bid may be valid for the subsequent Tenders on the similar subject of purchase or may be returned unopened to the Bidder, which submitted such Bid. The Bidder, which agreed to participate in future purchasing procedures, shall confirm the new validity period of the Bid. In case of the Tender Documents amendment, the Bidder shall provide the appropriate documents confirming its consent with the amendments, or send the relevant (missing or amended) documents. However, the Bid will participate in subsequent purchasing procedures based on the sent documents.

#### 5.6 Negotiations

The Customer shall be entitled to hold negotiations with the Bidders (one or more times).

The Bidder, invited to the negotiations, shall be entitled not to participate in them. In this case, its current Bid shall remain valid with the conditions specified therein or the conditions declared by the Bidder at the previous negotiations.

The negotiations shall be held by the Purchasing Commission with one, several or all Bidders. The negotiations may be held separately with each of the Bidders or with multiple participants at the same time. The negotiations may be conducted in one or more stages. The negotiations may be conducted in relation to any claims of the Customer or any Bids of the Bidders regarding the properties and characteristics of the goods (works, services), their cost, delivery and payment terms, conditions and forms of contract. The representative of the Bidder should have the documents confirming his authority to participate in negotiations and conclude the contract on the subject of purchase. The results of the negotiations shall be documented in the minutes of meeting of the commission, signed by the commission members present at the negotiations.

An extract from the minutes of negotiations may be issued to the Bidder upon its written request only relating to its Bid.

The Customer shall be entitled to select the winner without holding negotiations.

## 5.7 Selection, Evaluation of the Bids and Choice of the Winner

### 5.7.1 Selection

As part of the selection procedure the Customer may request the Bidders to clarify or supplement their Bids, including submission of missing documents. However, the Customer shall not be entitled to ask for explanations or to demand documents, changing the essence of the Bid.

In case of revealing discrepancies in the Bid with the requirements of the Tender Documents, the Customer shall notify the relevant Bidder thereof and offer it to amend the Bid accordingly within the period of 1 (one) working day from the date of such notification.

During the selection, the Customer shall be entitled to check for compliance the submitted applications, documents and other information, including by sending requests to the state authorities, to the persons specified in the Bids, and to conduct on-site inspections.

When checking the validity of the Bids, the Customer shall be entitled to not pay attention to minor drawbacks and errors that do not affect the essence of the Bids.

According to the results of the selection, the Customer shall be entitled to reject the Bids that:

do not meet the requirements set out in the Tender Documents;

contain inconsistencies in the subject of the Bid with the subject of purchase specified in the Tender Documents;

were submitted by the Bidders not meeting the compulsory requirements to the Bidders, set out in the Tender Documents (See Cl. 4.2);

do not contain the documents required by the Tender Documents, or the documents contain inaccurate information;

do not meet the requirements, set out in the Tender Documents;

were submitted by the Bidder, which is not the manufacturer or its sales organization (official sales representative), if in the purchasing procedure at least one manufacturer and (or) sales organization (official trade representative) is involved, and the price of such Bid of the Bidder is not lower than the prices of the manufacturer and (or) its sales organization (official sales representative) participating in the Tender.

The Commission shall reserve the right to reject all Bids before selecting the best of them.

The decision to reject the Bid of the Bidder shall be taken at the purchasing commission meeting and documented by the minutes. Notification of the Bidder on rejection of its Bid shall be sent within 2 (two) working days from the decision date in writing or by e-mail.

The Tender shall be recognized invalid, in case:

as a result of rejection of the Bids, less than 2 (two) Bids are left;  
all Bids were rejected.

The qualified Bids of the Bidders, given the conditions recorded in the minutes of negotiations (if any) shall move to the evaluation stage.

### 5.7.2 Assessment

Assessment of the Bid shall be carried out with regard to the:

Tender Documents with all supplements and clarifications;

Bids of the Bidders with all supplements and clarifications, meeting the requirements of the Customer;

minutes of negotiations (if any).

The Customer shall evaluate and compare the Bids and conducts their ranking according to the degree of preference based on the following criteria and their weights:

Evaluation Criteria	Specific Weight Ratio ( $\beta$ )	Formula for Calculating Points
Price of the works (services), which are the subject of purchase (according to commercial conditions of the Bidder).	0.3	$E_i = \frac{N_{min}}{N_i} * 100$ <p>where: Bi – number of points under evaluation criteria</p>

Evaluation Criteria	Specific Weight Ratio ( $\beta$ )	Formula for Calculating Points
Price of AS CA MRA operation from the second (inclusive) to the tenth years (inclusive) after implementation (according to commercial conditions of the Bidder).	0.3	of $i$ Bidder (rounded according to the rules of mathematical rounding); $N_{min}$ – minimum price, offered by the Bidder; $N_i$ – price, offered by $i$ Bidder.
Compliance of the Bid with the requirements to AS CA MRA (according to technical conditions of the Bidder)	0.3	<p>The points shall be determined based on the expert opinions of persons with special knowledge of the subject of purchases based on verbal-point rating scale.</p> <p>The points shall be assigned depending on the degree of excellence of the Bidding requirements to AS CA MRA: The better the conditions of the Bidder are, the higher the rating assigned shall be.</p> <p>This process shall be guided by the common principles of evaluation, where each point has a corresponding verbal explanation:</p> <p>0 - "Unacceptable" (i.e. the Bid does not significantly meet the requirements to AS CA MRA);</p> <p>30 – “Minimally acceptable” (i.e. slightly does not meet the requirements to AS CA MRA);</p> <p>60 – “Satisfactory” (i.e. fully meets the requirements to AS CA MRA without any improvements);</p> <p>90 – “Good” (i.e. fully meets the requirements to AS CA MRA with the availability of minor improvements);</p> <p>100 – “Excellent” (i.e. fully meets the requirements to AS CA MRA with availability of significant improvements).</p> <p>The points assigned to persons with special knowledge of the subject of purchase, each Bid, shall be averaged (with subsequent application of the rules of mathematical rounding).</p>
Number of implementations of AS CA MRA offered by the Bidder on the territory of the Customs Union and the CIS countries	0.1	$B_i = \frac{N_i}{N_{max}} * 100$ <p>where:</p> <p><math>B_i</math> is the number of points under evaluation criteria of <math>i</math> Bidder (rounded according to the rules of mathematical rounding);</p> <p><math>N_{max}</math> – maximum number of implementations, specified by the Bidder;</p> <p><math>N_i</math> – number of implementations, specified by <math>i</math> Bidder.</p>

After each value of each criterion for evaluating the Bidders is determined, the summation of scores shall be carried out for all criteria evaluated for each of the Bidders according to the formula:

$$B_{i\text{SUM}} = \sum_{j=1}^4 \beta_j * B_{ij} \leq 100$$

where:

$B_{i\text{SUM}}$  - number of points of i Bidder (rounded according to the rules of mathematical rounding);

$\beta_j$  - specific weight ratio of j criterion;

$B_{ij}$  - number of points of j criterion i Bidder.

The Customer shall be entitled to assess the Bids without holding negotiations with the Bidders.

### 5.7.3 Selection of the Winner

The Bidder with the highest score shall be recognized the winner (1<sup>st</sup> place).

The decision shall be documented in form of the minutes of the commission meeting, which shall be signed by the Commission. The minutes shall be the basis for signing the contract under the terms and conditions established by the Tender Documents and the Winning Bid with the possibility of pre-contractual negotiations.

### 5.8 Notice to the Bidders

The notice of the winner selection shall be sent to the participants of the purchasing procedure not later than the day following the date of such decision.

If between signing the minutes on the winner selection and signing the contract the Winning Bidder was changed (for example, due to refusal), the remaining Bidders shall be notified of the new winner in the same order.

### 5.9 Dispute Settlement

The Bidder, considering that the decisions and (or) actions (omission) of the Executive in Charge of the Customer or the members of the Purchasing Commission violate the rights and legitimate interests, it shall be entitled to apply to the Customer for the purpose of settling the dispute.

The claim against the actions (omission) of the Executive in Charge of the Customer or the members of the Purchasing Commission shall be addressed to the Chairman of the Purchasing Commission; the claim against the decisions of the Purchasing Commission shall be addressed to the Director of the Customer. The claim against the decision of the Purchasing Commission on the winner

selection may be submitted not later than 5 (five) working days from the date of notification of winner the selection.

The claim shall be reviewed within 3 (three) working days of its receipt and the answer shall be sent within 2 (two) working days. This period may be extended by the Director of the Customer. Consideration of the Bidder's claim for settlement of the dispute shall not suspend the purchasing procedure.

## 5.10 Conducting Pre-contractual Negotiations (if necessary) and Signing of Contract with the Winner

### 5.10.1 Pre-contractual Negotiations

All matters, which are not reflected in the Tender Documents with all supplements and clarifications and the Bid of the winner with all supplements and clarifications, may be discussed by the parties during the pre-contractual negotiations.

The progress and results of the negotiations shall be recorded in the draft contract.

### 5.10.2 Decision-making

The decision on transaction after the purchasing procedure shall be taken by the Supervisory Board of the Customer.

Failure by the Supervisory Board to arrive at the decision within the validity period of the Bid, specified in Clause 4.4.2 hereof, shall not imply extension of the validity period of the Bid, and thus the contract shall not be concluded. In this case, the Customer shall not be liable to the participants of the purchasing procedure.

### 5.10.3 Signing of the Contract

When determining the conditions of the contract with the winner the following documents shall be used according to the specified order (in case of conflict):

Minutes of pre-contractual negotiations between the Customer and the winner (regarding the terms and conditions specified neither in the Tender Documents, nor in the Bid of the winner);

Tender Documents with all supplements and clarifications;

The Bid of the winner with all supplements and clarifications, meeting the requirements of the Customer.

The Winning Bidder should sign the draft contract (with all amendments and supplements, agreed during the pre-contractual negotiations) not earlier than 5 (five) calendar days, but not later than 30 (thirty) days from the date of the winner selection.

In case of not signing the contract by the winner within the prescribed period, the Customer shall be entitled to determine an alternate winner from among the remaining Bidders, according to ranking of the Bids in order of preference (the largest score).

The purchasing procedure shall be recognized invalid, if:  
the Winning Bidder did not sign the contract for purchase;

prior to signing the contract for purchase, an inspection of the authorized bodies (organizations) revealed violations in the conduct of the purchasing procedure and the results of such inspection were not contested by the Customer.

The information about the results of the Tender shall be registered with the system "Tenders" within 5 (five) calendar days after signing the contract for purchase or taking by the Customer of any other decision as a result of the purchasing procedure. At the same time, the following information shall be mentioned:

type and subject of purchase;

location of the winner;

date of signing the contract for purchase;

price of the contract for purchase;

information about other result of the purchasing procedure, if the contract for purchase was not concluded.

## Form 1 “Letter on Submitting the Bid”

**beginning of the form**

\_\_\_\_\_ “\_\_”, 2015  
 No. \_\_\_\_\_

Having considered the Invitation to Tender and Tender Documents, including all obtained changes, amendments and clarifications (hereinafter referred to as the Tender Documents), and fully unconditionally accepting the terms and conditions set in them,

\_\_\_\_\_  
 (full name of the Bidder with an indication of organizational and legal form)

registered at \_\_\_\_\_  
 (Legal Address of the Bidder)

offers to conclude an agreement for performance of \_\_\_\_\_  
 (specify the subject of purchase)

under the conditions and in accordance with this Bid, including this Letter on Submitting the Bid and annexes thereto.

1. The total price of the Bid, calculated in accordance with the requirements to the Tender Documents, shall amount to:

\_\_\_\_\_  
 (total amount of the Bid in figures and words, US dollars)

, and shall be supported by the attached commercial terms, which are an integral part of the Bid.

2. This Bid shall have a legal status of an offer and shall be valid until \_\_\_\_\_ “\_\_”, 2015.

3. We recognize that You are not obliged to accept our Bid, not obliged to explain the choice of winner, and do not bear any property or other legal liability to us when declaring the Tender as failed, and You do not bear or reimburse our expenses associated with preparation and submission of the Bid.

4. We undertake to sign the contract within a period of not earlier than 5 (five) calendar days, but not later than 30 (thirty) days from the day of our being selected the winner.

5. This letter is supplemented by the following essential appendices:

5.1.

5.2.

...

**end of the form**



Instructions for completing the form:

1. These instructions shall not be reproduced in the form.
2. The form should be issued on the official letterhead of the Bidder.
3. The Bidder shall indicate the date and number of the form in accordance with its internal rules of document flow.
4. The list of appendices to the form shall meet the requirements of Cl.5.2.1 of the Tender Documents.
5. The number of pages shall be specified for each appendix to the letter.
6. The form should be signed and sealed in accordance with the requirements of the Tender Documents.

## Form 2 “Profile of the Bidder”

**beginning of the form**

Appendix No. \_\_\_\_  
 to Letter on Submitting the Bid  
 No. \_\_\_\_\_  
 dated \_\_\_\_\_ “\_\_”, 2015

**Profile of the Bidder**

No.	Items	Information about the Bidder
1.	Full name of the Bidder with an indication of organizational and legal form	
2.	Date of registration of the Bidder	
3.	Date, number and issuing authority of the document confirming the state registration of the Bidder	
4.	Taxpayer identification number	
5.	Legal Address	
6.	Postal Address	
7.	Banking details (name and address of the bank, account number, bank phone numbers, other banking details)	
8.	Last name, first name and patronymic of the authorized representative entitled to sign the Bid, with an indication of the position, e-mail and contact phone number	
9.	Last name, first name and patronymic of the authorized representative responsible for preparation of the Bid of the Bidder with an indication of the position, e-mail and contact phone number	

\_\_\_\_\_  
 (signature)

\_\_\_\_\_  
 (surname, name and patronymic of the signatory, position)

L.S.

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**end of the form**

Instructions for completing the form:

1. These instructions shall not be reproduced in the form.
2. The Bidder shall specify the number and date of the Letter on Submitting the Bid, to which this Form is attached.
3. The Bidder shall complete the table above for all items. In case of absence of any data, it should put the word "No". In line 7 "Banking details ..." it should specify the details of to be used when concluding the contract.
4. The form should be signed and sealed in accordance with the requirements of the Tender Documents.

## Form 3 “Declaration of Conformity of the Bidder”

**beginning of the form**

Appendix No. \_\_\_\_  
 to Letter on Submitting the Bid  
 No. \_\_\_\_\_  
 dated \_\_\_\_\_ “\_\_”, 2015

**Declaration of Conformity of the Bidder**

We hereby confirm that

\_\_\_\_\_ (full name of the Bidder with an indication of organizational and legal form)

meets the following requirements as of the date of submitting the Bid:  
 has sufficient legal capacity to conclude and execute the contract relating to the subject of purchase;  
 does not have overdue accrued taxes, fees and other compulsory payments to the budgets of any level or state non-budgetary funds as of the moment of the Bid preparation;  
 is not insolvent or bankrupt, is not in the process of liquidation, the property of the Bidder in part essential for performance of the contract relating to the subject of purchase is not to be arrested, the economic activity of the Bidder is not to be suspended;  
 is not registered with system "Tenders" in the register of suppliers (contractors, service providers), temporarily not allowed to purchases;  
 has necessary rights for the acquired by the Customer intellectual property rights, which are the subject of purchase.

\_\_\_\_\_ (signature)

\_\_\_\_\_ (surname, name and patronymic of the signatory, position)

L.S.

**end of the form**

Instructions for completing the form:

1. These instructions shall not be reproduced in the form.
2. The Bidder shall specify the number and date of the Letter on Submitting the Bid, to which this Form is attached.
3. The form should be signed and sealed in accordance with the requirements of the Tender Documents.

## Form 4 “Commercial Terms”

**beginning of the form**

Appendix No. \_\_\_\_  
 to Letter on Submitting the Bid  
 No. \_\_\_\_\_  
 dated \_\_\_\_\_ “\_\_”, 2015

**Commercial Terms**

(full name of the Bidder with an indication of organizational and legal form)

1. The total price of the Bid, broken down by stages and types of works (services) included into the stage, is given in the table below.

Stages	Types of works (services)	Unit	Q-ty	Unit price, US dollars	Price, US dollars
1. Setting up and implementation of AS CA MRA	1.1.				
	1.2.				
	...				
Total for stage 1, US dollars:					
2. Operation of AS CA MRA	2.1.				
	2.2.				
	...				
Total for stage 2, US dollars:					
Total price of the Bid, US dollars:					

2. Payment schedule is given in the table below.

Stages	Payment description	Payment terms	Payment amount, US dollars
1. Setting up and implementation of AS CA MRA	1.1.		
	1.2.		
	...		
2. Operation of AS CA MRA	2.1.		
	2.2.		
	...		

3. In case of our selection as the winner, we undertake to be guided by price, given in the table below, when concluding the contract.

No.	Types of works (services)	Price, US dollars
1.	Operation of AS CA MRA from the second (inclusive) to the tenth year (inclusive) after implementation *, including: 1.1. 1.2. ... Total for Operation of AS CA MRA, US dollars:	
2.	1 man-hour of work on amending the AS CA MRA.	
3.	Granting the right to use AS CA MRA in case of changes in the aircraft fleet of the Customer.	
4.	Granting the right to use AS CA MRA in case of changes in the number of workplaces of the Customer.	
...		

\* - we agree that the specified price will be used by the Customer for evaluation of the Bid.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(surname, name and patronymic of the signatory, position)

L.S.

**end of the form**

Instructions for completing the form:

1. These instructions shall not be reproduced in the form.
2. The Bidder shall specify:  
the number and date of the Letter on Submitting the Bid, to which this Form is attached;  
its full name and organizational and legal form.
3. The Bidder shall complete the form given the current aircraft fleet and the number of workplaces of the Customer, according to the requirements to AS CA MRA.
4. The Bidder shall complete the tables above for all items. In case of absence of any data, it should put the word "No".
5. The Bidder shall complete the table with the total price, also specifying:  
types of works (services), which will be performed (rendered) by it, in accordance with the requirements to AS CA MRA (but not limited to them);  
price, calculated as the product of the quantity and the unit price.
6. The Bidder shall complete the table with the payment schedule, also specifying:  
payment description (in free form with an indication of the reason for payment);

payment terms with an indication of the number of working days.

7. Payment schedule shall serve the basis for preparation of the contract (in this regard, the schedule should be prepared so that it could be included in the contract with minimum changes).

8. The form should be signed and sealed in accordance with the requirements of the Tender Documents.

## Form 5 “Technical Conditions”

**beginning of the form**

Appendix No. \_\_\_\_  
 to Letter on Submitting the Bid  
 No. \_\_\_\_\_  
 dated \_\_\_\_\_ “\_\_”, 2015

**Technical Conditions**

(full name of the Bidder with an indication of organizational and legal form)

1. Name of the AS CA MRA being offered: \_\_\_\_\_
2. Year of the first successful implementation of AS CA MRA: \_\_\_\_\_
3. Number of completed implementations of AS CA MRA:  
 a) in the world: \_\_\_\_\_ b) in the CIS and the Customs Union: \_\_\_\_\_
4. Description of the conditions for granting the rights to use AS CA MRA (licensing): \_\_\_\_\_
5. Description of the conditions for warranty service of AS CA MRA: \_\_\_\_\_
6. Description of the works (services), included in the scope of technical support of AS CA MRA: \_\_\_\_\_

7. The schedule of works (services) is given in the table below.

Stages	Types of works (services)	Implementation schedule in calendar weeks from the date of signing the contract								
		1	2	3	4	5	6	7	8	...
1. Setting up and implementation of AS CA MRA	1.1.									
	1.2.									
	...									
2. Operation of AS CA MRA	2.1.									
	2.2.									
	...									

8. Compliance of the Bid with the requirements to AS CA MRA is given in the table below.



Line No.	Description of requirements	Compliance	Note

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(surname, name and patronymic of the signatory, position)

L.S.

**end of the form**

Instructions for completing the form:

1. These instructions shall not be reproduced in the form.
2. The Bidder shall specify:  
the number and date of the Letter on Submitting the Bid, to which this Form is attached;  
its full name and organizational and legal form.
3. The Bidder shall provide clarifications on all items and complete the tables above for all items. In case of absence of any data, it should put the word "No".
4. The Bidder shall complete the schedule of works by putting mark(s) "X" against each work (service) in the appropriate number of columns (representing the weeks). At the same time the schedule:  
shall be completed also including the requirements of Cl. **Ошибка! Источник ссылки не найден.** of the Tender Documents;  
may also be prepared using the project management software (such as "Microsoft Project", etc.);  
will serve as the basis for preparation of the contract (in this regard, the schedule should be prepared so that it could be included in the contract with minimum changes).
5. The Bidder shall complete the correspondence table by copying the information from the tables given in Cl.4 of the requirements to AS CA MRA, and specifying as follows:  
in column "Line No.": the line number in the table given in the requirements to AS CA M&R A;  
in column "Description of requirements": the description of requirements in the table given in the requirements to AS CA MRA;  
in column "Compliance": "Yes" (if the requirement is met in full), "No" (if the requirement is not met), "Partial" (if the requirement is met with limitations);  
in column "Note": additional information on fulfilment of the requirements, which may include:

description of improved compliance;  
reason for failure to comply with the requirements (if any);  
description of limitations to the requirements.

6. The form should be signed and sealed in accordance with the requirements of the Tender Documents.

Form 6 “Information about Performance of the Works (Services), Similar to the Subject of Purchase”

**beginning of the form**

Appendix No. \_\_\_\_  
to Letter on Submitting the Bid  
No. \_\_\_\_\_  
dated \_\_\_\_\_ “\_\_”, 2015

**Information about Performance of the Works (Services), Similar to the Subject of Purchase, for the Last 5 (Five) Years (Including the Current Year)**

\_\_\_\_\_  
(full name of the Bidder with an indication of organizational and legal form)

No.	Terms of performance (year and month of the beginning of implementation; the year and month of the actual or planned end of implementation; the percentage of completion for the unfinished contracts)	Customer (name, address, contact person, with an indication of position, contact phone number)	Description of works (services)
1.			
2.			
...			

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(surname, name and patronymic of the signatory, position)

L.S.

**end of the form**

Instructions for completing the form:

1. These instructions shall not be reproduced in the form.
2. The Bidder shall specify:  
the number and date of the Letter on Submitting the Bid, to which this Form is attached;

its full name and organizational and legal form;  
information on implementation of works (services), similar to the subject of purchase (specify not less than 10 (ten) contracts for performance of the relevant works (services)).

3. The Bidder may:

independently choose contracts which, in his opinion, best of all describe its experience;

include the unfinished contracts by noting this fact and specifying the percentage of completion.

4. The form should be signed and sealed in accordance with the requirements of the Tender Documents.

## Form 7 “Plan on Distribution of Works (Services)”

**beginning of the form**

Appendix No. \_\_\_\_  
 to Letter on Submitting the Bid  
 No. \_\_\_\_\_  
 dated \_\_\_\_\_ “\_\_”, 2015

**Plan on Distribution of Works (Services) between the Bidder and  
 Subcontractors (Joint Contractors)**

\_\_\_\_\_  
 (full name of the Bidder with an indication of organizational and legal form)

No.	List of works (services)	Name of the organization performing the work (service)	Price, US dollars	
			in monetary terms	in % from the total amount
1.				
2				
...				
Total:				100%

\_\_\_\_\_  
 (signature)

\_\_\_\_\_  
 (surname, name and patronymic of the signatory, position)

L.S.

**end of the form**

Instructions for completing the form:

1. These instructions shall not be reproduced in the form.
2. This Form shall only be completed, in case the Bidder involves the subcontractors (joint contractors)
3. The Bidder shall specify:  
 the number and date of the Letter on Submitting the Bid, to which this Form is attached;  
 its full name and organizational and legal form.

4. The Bidder shall complete the table by specifying the list, price and share in percentage regarding the works (services) performed by the Bidder and each involved subcontractor (joint contractor);
5. The Bidder should attach to this form the copies of the agreements of intent signed with the subcontractors (joint contractors) and relating to the subject matter of this purchase.
6. The form shall be completed by the Bidder either in case of attracting the subcontractors (joint contractors), or in case of non-attracting (in the latter case, the table shows the words "Subcontractors (joint contractors) are not involved".
7. The form should be signed and sealed in accordance with the requirements of the Tender Documents.