

APPROVED BY
Chairman of the Bidding Commission
Rossiya Airlines JSC

M.N. Fedosov

«____» _____ 201__ г.

PROCUREMENT DOCUMENTATION

Procurement Method: **Public Request for Price Quotations in Electronic Format**

on acquisition of the equipment for A 319/320

To be conducted in accordance of Federal law No.223-FZ “Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities” and the Regulation on Procurement of Goods, Works, and Services (P 20-33-17, 3-nd edition)

**Determination of
Bidding Specific
Features:**

Not anticipated

**Determination of
priority:**

Giving priority to goods of Russian origin, work and services performed or rendered by Russian persons in accordance with the Russian Federation Government of 16.09.2016 № 925.

1. General Conditions

The procurement documentation is an invitation intended to general public to present proposals for procurement procedure:

This procedure includes 3 lot(s).

Lot No1. Acquisition of PAN ASSY FLOOR p/n A225400201-800 (1 ea.)					
Designation of subject of the contract (lot):					
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
5000,00	USD	1	ea	30.30.50.110	30.30.5
Place of delivery/performance of work/service provision (address): JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.					

Lot No2.		Acquisition of WATER HEATER DR4180 SER p/n 4360004-85-00-18 (1 ea.)			
Designation of subject of the contract (lot):					
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
11000,00	USD	1	ea	30.30.50.110	30.30.5
Place of delivery/performance of work/service provision (address):		JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.			

Lot No3.		Acquisition of PIN D3215303000800 (12 ea.)			
Designation of subject of the contract (lot):					
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
96 720,00	USD	12	ea	30.30.50.110	30.30.5
Place of delivery/performance of work/service provision (address): JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210.					

Procedure for the request for price quotations is neither tender, nor auction for the right to be awarded a contract, and is not governed by Articles 447 to 449, Part One of the Civil Code of the Russian Federation. In addition, this procedure is not a public tender and is not governed by Articles 1057 to 1061, Part Two of the Civil Code of the Russian Federation. Thus, conduction of the Request for Price Quotations does not imply any appropriate civil obligations for the customer for mandatory contract conclusion with the winner or other bidder.

The Customer may withdraw the request for price quotations at any time, not bearing any liability against the procurement parties including but not limited to reimbursement of any expenses related to preparation and submission of a bid for the request for price quotations. In case of a decision to withdraw the request for price quotations the Customer shall, within the day following the day when such decision was made, post information of such request for price quotations withdrawal in the unified information system.

The Customer shall bear no obligations or liability if the potential bidders, procurement parties fail to note the notice of withdrawal the request for price quotations.

The Customer does not issue documentation regarding the request for price quotations procedure upon separate requests of any bidder. Documentation will be posted in the unified information system and may be copied and stored in the procurement bidders' hardware free of charge.

At any time prior to the deadline for submission of bids for the request for price quotations the customer may, on his own initiative, or in response to an inquiry from any potential bidder, make changes to the notice about the request for price quotations or documentation for the request for price quotations.

Within three days from the date of a decision on required amendments in the notice for the request for price quotations or documentation for the request for price quotations, the customer shall post such amendments in the unified information system.

If changes to the notice about the request for price quotation are made later than two business days prior to deadline for submission of bids for the request for price quotations, time period of submission of bids for request for price quotations shall be extended so that such time period is at least three business days between the date of posting the changes made to the notice on procurement in the unified information system and the deadline of submission of bids for the request for price quotations.

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for price quotations in written or in electronic format at least three business days prior to the bids submission deadline. Within two business days from the date of receipt of the above-mentioned inquiry for clarification of the provisions of the documentation the Customer shall provide clarifications to the potential bidder submitted the inquiry and to post such clarifications in the unified information system (not indicating name or address of the potential bidder provided this inquiry for clarification).

2. Procedure and place of submission of procurement bids.

2.1. Time period of the procurement procedure:

Time and date of bids submission beginning	18.00 Moscow time «05» May 2017.
Time and date of bids submission deadline:	10.00 Moscow time «23» May 2017.
Place of bidders' bids submission	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/
Place and date of bids review and summarizing procurement results:	18/4 Pilotov str., Saint-Petersburg, 196210 «30» May 2017.

2.2. Contact person for issues related to Bid preparation and submission:

i.harevich@rossiya-airlines.com Harevich Irina Aleksandrovna
--

2.3. Contact person for Terms of Reference issues:

Ludmila Gorodilova L.Gorodilova@rossiya-airlines.com
--

2.4. For the purpose of bidding for the request for price quotations, potential bidder shall compile the bid for the request for price quotations executed fully in compliance with the requirements of documentation for the request for price quotations. The potential bidder may submit only one bid related to each subject of the request for price quotations.

2.5. Obligations of the procurement bidder related to submission of a bid for participation in the request for price quotations include the following:

2.5.1. To conclude a contract on terms and conditions specified in the draft contract being an integral part of the documentation and the request for price quotations notice, and the bid for the request for price quotations unless otherwise is provided for in this documentation.

2.5.2. Not to amend and/or withdraw his bid for the request for price quotations after the deadline for submission of the request for price quotation bids.

2.5.3. Not to include deliberate misrepresentations, information, or documents into the bid.

2.5.4. To submit, within three days from the date of posting a protocol determining the bidder's right for entering into a contract with the customer, information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents according to the form provided in Appendix D to the Policy of Procurement of Goods, Work, and Services by Rossiya Airlines JSC (except for procurement parties that are government bodies, state and municipal institutions, and unitary enterprises).

2.6. The Customer will carry on reception of bids for request for quotation from the date of posting of the request for price quotations notice in the unified information system and till the deadline for submission of bids for request for quotation specified in the request for price quotations notice.

2.7. Bidder is entitled to amend or withdraw submitted bid for the request for price quotations no later than the deadline for submission of the bids for the request for price quotations. Bidder may make amendments or additions to the Bid only by submitting a new Bid while the initial Bid shall be withdrawn by the Bidder.

2.8. The Customer shall keep the data specified in submitted bids confidential until summarizing results of the request for price quotations.

2.9. If upon the deadline for submission of bids for the request for price quotations as specified in the documentation for the request for price quotations only one bid for the request for price quotations is received such request for price quotations shall be declared void.

2.10. In case the documentation provides for two and more lots, request for price quotation admits shall be declared void only in relation to those lots, for which only one bid has been submitted.

2.11. If upon the deadline for submission of bids for the request for price quotations as specified in the documentation for the request for price quotations the Customer receives only one bid for the request for price quotations, although the request for price quotations shall be declared void the bidding commission shall review this bid according to the procedure stipulated in the present documentation. If both reviewed bid for the request for price quotations and the procurement bidder submitted such bid meet the requirements and provisions stipulated in the documentation for the request for price quotations the Customer may enter into a contract with such bidder.

2.12. Confidential information shall not be specified in any reports to be issued during the procurement procedure.

2.13. All documents in accordance with the documentation submitted for the purchase of an electronic trading platform in the form of scanned copies of signed documents.

3. Method, due dates and procedure of payments for goods, works, and services

Payment method shall be bank transfer.

Terms and payment procedure: 100 the % of cost is paid within 30 calendar days from the moment of delivery of goods

4. Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service to the customer needs.

4.1. Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service to the customer needs are given in the Terms of Reference (see Appendix 3).

4.2. Requirements to contractual capacity of Procurement Bidders:

4.2.1. Bidder shall comply with the requirements established according to the Russian legislation for persons rendering services;

4.2.2. Availability of the appropriate licenses, certificates, approvals and other permissions of state bodies of the Russian Federation and/or other countries (when applicable) to perform, by him or persons involved by him, operations required to execute obligations undertaken in accordance with the present Documentation and the contract expected to be concluded in accordance with the present Documentation;

4.2.3. Procurement bidder shall not be under liquidation as a legal entity and there shall be no any adjudication order for the procurement bidder as a legal entity/solo trader or initiated bankruptcy proceedings;

4.2.4. Operations of the procurement bidder shall not be suspended according to the procedure stipulated by the Russian Federation Administrative Offence Code as of the date of submission of the bid for participation in procurement;

4.2.5. The procurement bidder shall have no outstanding liabilities in respect to taxes and levies, and other obligatory payments to budgets of the budget system of the Russian Federation (except for the amounts subject to granted delay, payment by installments, or investment tax credit in accordance with the Russian legislation concerning taxes and levies re-structured in accordance with the Russian legislation, for which there is legally effective court award to recognize the applicant obligation to pay these amounts executed performed or which have been are recognized as uncollectibles in accordance with the tax and levy legislation of the Russian Federation) for recent calendar year.

The procurement bidder is considered to conform to the specified requirement if he has submitted and application for appeal against the stated tax arrears or debt and no award with respect to this application has been made as of the date of review of the bid for selection of supplier (contractor, provider);

4.2.6. Indicators of the procurement bidder's financial and economic performance shall provide evidence of his financial solvency and stability;

4.2.7. Procurement bidder shall not be listed in the suppliers blacklist as stipulated in Art. 5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ "On Contractual System regarding Central and Local Government Procurement of Goods, Works and Services" dated April 5, 2013.

4.2.8. In case procurement is carried out among small and medium-sized business entities only the procurement bidder shall meet criteria of designation as small and medium-sized business entities as stipulated by Article 4 of the Federal Law Concerning Development of Small and Medium-Sized Business in the Russian Federation.

4.3. List of all documents to certify the procurement bidder's compliance with the specified requirements is given in the Bidder Questionnaire (see Appendix 1).

4.4. Due date of contract signing by the bidder whose bid is recognized to be the best one – within three calendar days from the date of contract receipt from the Customer.

5. Requirements for content, format, execution and structure of bids for procurement

5.1. The bidder's bid shall comprise the following documents:

5.1.1. Bidder Questionnaire to be issued in the company letter headed paper of the procurement bidder (see Appendix 1);

5.1.2. Application for participation in the procedure to be issued in the company letter headed paper of the procurement bidder (see Appendix 2);

5.1.3. Quotation in accordance with it. 5.6÷5.8.

5.2. All documents and information to be submitted by the bidders including the bidder's application and quotation shall be in Russian or English language. If any information or documents are submitted in other language they shall be accompanied with translation into Russian or English language.

5.3. All rates in the bid shall be indicated in

USD

excluding and including all taxes and fees.

5.4. Validity period of the bid for participation in procurement shall be at least

90

days from the deadline for submission of the procurement bids.

5.5. Bidders shall pay by themselves all expenses related to bids submission including but not limited to expenses concerning review of the present Documentation and bid compilation.

5.6. Quotation shall be compiled in accordance with the Terms of Reference (see Appendix 3) and shall include the following:

- Contract price

5.7. Quotations shall be submitted for each lot separately.

5.8. Quotation shall include one main offer for cost, time periods and other terms and conditions of goods delivery / work performance / service rendering unless otherwise provided for by the procurement documentation.

5.8.1. Possibility of submission of an alternative quotation:

not anticipated

(specify whether anticipated / not anticipated)

5.8.2. Possibility of subcontracting

not anticipated

(specify whether anticipated / not anticipated)

5.9. Lot separability:

not anticipated

(specify whether anticipated / not anticipated)

(specify breakdown of total quantities between several procurement parties)

6. Procedure of review, evaluation and benchmarking of bids, criteria of evaluation and benchmarking of bids for procurement

6.1. Quotations shall be reviewed directly by the bidding commission of Rossiya Airlines JSC approved by the Order of the General Director of Rossiya Airlines JSC.

6.2. Procurement bids are subject to two-stage review:

The first stage – pre-qualification stage to check the bids for compliance with the requirements given in the procurement documentation with respect to bid execution;

The second stage – evaluation stage to evaluate pre-qualified bids.

6.3. Pre-qualification stage intended to review of the bids the bids for compliance with the requirements given in the procurement documentation shall be conducted based on the following indicators and evaluation procedure:

Indicators	Evaluation procedure
Compliance with the requirements for procurement parties	Bidders will be checked for compliance with the requirements based on the received documents (according to it.4) including but not limited to their legal capacity and non-listing in the blacklist of suppliers.
Completeness of submitted documents	Check of documents submitted within the bid against the required list (Appendix 1) and accuracy of submitted information and documents.
Bid compliance with the requirements of procurement documentation	Check of the bid content including: Content of price quotation; Other information in accordance with the requirements given in the procurement documentation.

6.4. If during the pre-qualification stage the bidding committee reveals the fact of the bid non-conformance with respect to one or more indicators specified in it. 6.3 such bid shall be rejected and not further review.

Bid of procurement bidder will be rejected in case:

- a) Any original documents or copies and other information as required by the procurement documentation are not submitted;
- b) Of non-compliance of the procurement bidder with the requirements to procurement parties stipulated in the procurement documentation;
- c) The bid includes deliberate misrepresentations, fraud in information or documents within the bid;
- d) Clarifications for the bid for the request for price quotations are not provided when requested by the bidding commission;
- e) The procurement bidder is listed in blacklist of suppliers;
- f) The procurement bidder has any overdue receivables and/or pending obligations against the customer and his subsidiaries and affiliates (including entities affiliated with the procurement bidder);
- g) The proposed goods, work or services do not comply with the requirements given in the procurement documentation;
- h) Of any other negative information resulted revealed during the check.

6.5. The pre-qualification stage comprises the following steps to be performed subsequently:

6.5.1. Request the procurements parties to provide clarifications of the bid provisions and submit any missing documents (if necessary). In this case no any requests or requirements to submit missing documents aimed to amend merits of the bid including amendment of commercial terms (prices and other commercial conditions) or technical conditions of the bid (list of proposed products, their technical characteristics, and other technical conditions) are allowed.

6.5.2. Correction of any arithmetic, grammatical and other obvious errors revealed during bid review with obligatory notification of the procurement bidder submitted the bid about any such correction, and receipt of their consent in writing or in electronic format issued on the company letter headed paper.

6.5.3. Check of the procurement bidder including his legal capacity, authenticity of the bid, accuracy of submitted information and documents, bidder non-listing in the blacklist of suppliers, any overdue receivables and/or pending obligations against the customer under the

previously concluded contracts (including those with entities affiliated with the procurement bidder).

6.5.4. Check of the proposed goods, work, and services for compliance with the requirements of the procurement documentation.

6.5.5. Rejection of bids that are which, according to members of the bidding commission, do not conform to requirements of the request for price quotation with respect to merits, and making decision whether to deny pre-qualification of procurement bidder submitted such bids.

6.5.6. In case of finding fact of unreliable data indicated in the bid, finding fact of liquidation or bankruptcy proceedings or adjudication order being taken against the procurement bidder, fact of suspended operations of the procurement bidder according to the procedure established by Russian Federation Administrative Offence Code, fact of arrears of assessed taxes, duties and other obligatory payments to budgets of any level or state non-budgetary funds over the recent calendar year such procurement bidder shall be banned from bidding for the request for price quotations procedure at any stage.

6.5.7. If during the pre-qualification stage a bid of only one procurement bidder is deemed to be complying with the requirements of the documentation for request for price quotation procedure such bidder shall be deemed to be the only one bidder for the request for price quotations. The Customer is entitled to conclude a contract with the only one procurement bidder under the conditions given in the documentation for the request for price quotations procedure, draft contract and the bid submitted by the bidder. Such bidder may not withdraw from conclusion a contract with the Customer. In this case the request for price quotations shall be deemed void.

6.6. Pre-qualified bids will be evaluated based on the only one criterion - **Contract Price**.

Common basis for comparison of quotations shall be quoted prices of all bidders excluding VAT.

6.7. Procurement bidder complying with the requirements stipulated in the documentation for request for price quotations, who has submitted price quote that meets all requirements stipulated in such documentation and includes the lowest price of goods, works, and services.

If during evaluation of bids for request for price quotation the bidding commission needs to extend time period of pre-qualification and/or evaluation stage specified as periods of review of quotations submitted by the procurement parties and summarizing procurement results in the notice for the request for price quotations, the customer, within one working day from the date when the bidding commission decided to extend time period of the pre-qualification and/or evaluation stage, shall post notification about extension of appropriate time period in the unified information system.

6.8. For the purpose of evaluation and benchmarking of the bids for the request for price quotations, the bidding commission will involve experts and specialists from the customer divisions and also, but not limited to, any other parties as thought to be necessary. Expert conclusion based on the results of the evaluation shall be submitted to the bidding commission to be used for making decision on determination of a winner. The bidding commission may disagree with conclusions and recommendations given in the expert conclusion provide applications for re-evaluation and re-comparison, involve other experts and specialists, or decide themselves. In this case parties involved into bids evaluation and comparison including members of the bidding commission shall ensure confidentiality of evaluation process.

6.9. Based on the results of the Bidding Commission meeting in order to determine a winner of the request for price quotations a Report on the results of the request for price quotations shall be issued.

6.10. If the winner of the request for price quotations avoids concluding the contract, the Bidding Commission shall be entitled to decide to award the contract to the bidder whose bid has been assigned the second number based on the outcome of evaluation and comparison of

bids (quotations), under the terms and conditions given in the contract attached to the documentation and under the conditions of contract execution proposed by this bidder. Such decision shall be issued as an appropriate minutes of the meeting of the Bidding Commission. Bidder for the request for price quotations is not entitled to withdraw from conclusion a contract.

6.11. The Customer shall be entitled to refuse to award a contract without reimbursement of any expenses related bidding for the request for price quotations to the winner or any other bidders.

6.12. If the Customer refuse to conclude a contract both with the winner of the request for price quotations and the bidder whose bid was the second one, the Customer shall post a relevant notification in the unified information system

7. Consequences of recognition of the request for price quotations to be void

In case the request for price quotations is recognized to be void and/or no contract is concluded with the procurement bidder submitted only one bid for request for price quotations or recognized to be the only one bidder for the request for price quotations the Customer may repeat the request for price quotations or apply an alternative method of procurement.

8. Final provisions

All other matters not covered by the present procurement documentation the Customer shall follow the Procurement Policy.

9. Appendices

Appendix 1	Bidder's Questionnaire
Appendix 2	Application for Participation in the Procedure
Appendix 3	Terms of Reference
Appendix 4	Draft Contract

Appendix 1
to the Procurement Documentation

QUESTIONNAIRE OF BIDDER¹ for procurement procedure:	
<i>(state designation of procedure)</i>	
Procedure No. _____ <i>(state number of procedure)</i>	Lot No. _____ <i>(state number of lot)</i>
<i>(specify full name of the company in accordance with the Charter and type of business organization)</i>	
<i>(specify short name of the company in accordance with the Charter)</i>	
1. Legal Details	
Country of registration	_____
Legal address	_____
Actual address	_____
Phone	_____
Fax	_____
E-mail	_____
2. Bank Details	
Entity's Taxpayer Identification Number / Taxpayer	
Record Validity Code (KPP): _____	
Principal _____	State _____
Registration Number _____	
(OGRN): _____	
Number of current account _____	
Bank name _____	
Correspondent account _____	
BIC _____	
3. Registration details	
Registration date, place and authority _____	
Shareholders _____	
Business profile _____	
Affiliation with small and/or medium-sized business ² _____	
Russian National Classifier of Businesses and Organizations (OKPO) _____	
Russian Classification of Economic Activities (OKVED) _____	
4. Attachments to the Bidder Questionnaire:	
Document Title	Number of pages
1. Copies of incorporative documents (Certificate of State Registration, Charter, Articles of Association).	
2. Copy of extract from the Unified State Register of Legal Entities/ or the Unified State Register of Individual Entrepreneurs obtained no earlier than 6 months prior to date of posting of the notice for request for price quotations in the unified information system (for foreign companies – abstract from a trade register).	

¹ To be issued on a procurement bidder's company letter-headed paper as a separate document.

² If the bidder is classified as a small or medium-sized business entity, a declaration of conformity executed according to the form given below shall be attached to the bid.

3. Certificates of no outstanding tax liability to the budgets of all level and insurance deductions issued by appropriate divisions of the Federal tax Service no earlier than 20 days before the deadline for receipt of applications . (this requirement does not cover bidders that are non-Russian residents).	
4. Documents confirming right of the procurement bidder to deliver goods not produced by him, supported by corporate guarantees of the goods manufacturer (originals or copies)	
5. Document confirming powers of the person to perform actions on behalf of the procurement bidder - the legal entity (copy of the decision on appointment or election or order on appointment of a physical person to a position, according to which such physical person has rights to act on behalf of the procurement bidder without power of attorney (hereinafter also referred to the - the chief executive officer). If the procurement bidder is represented by any other person acting on behalf of them, the bid shall also contain the power of attorney to act on behalf of the procurement bidder certified by the procurement bidder's seal (for legal entities) and signed by the chief executive officer of the procurement bidder or a person authorized by this chief executive officer, or the notarized copy of such power of attorney. In case the above-mentioned power of attorney is signed by person authorized by the chief executive officer of the procurement bidder the bid shall also include a document to confirm power of such person.	
6. Copies of accounting records: for Russian legal entities – copies of balance sheet, statement of financial results including all attachments thereto, for the recent reporting period except for newly registered companies (for foreign companies – copies of documents similar to balance sheet and statement of financial results).	
7. Copies of documents confirming the right to run certain operations (licenses, etc.) in cases permitted by the applicable legislation of the Russian Federation and/or confirming the goods and services compliance to certification requirements.	
8. Copies of notification about application of the simplified taxation system (STS) or notification letter of the bidder about application of the STS bearing a seal of a tax authority (where applicable), supporting by the tax declaration for the tax paid in connection with application of the STS, for the recent year.	
9. Information on non-availability/availability affiliation of the procurement bidder with Rossiya Airlines JSC employees and their close relatives (spouses, children, parents, brothers and sisters).	
10. Brief background of the company's activities.	
11. Copies of audit reports (if any).	
12. For a group (several persons) of persons acting for the procurement bidder, an original or a notarized copy of the document confirming consolidation of the persons acting for the procurement bidder as a group, and the right of the certain procurement bidder to participate in the procedure on behalf of a group of persons including right to submit application for bidding, to sign protocols and contract shall be also provided.	
13. Description of the goods to be delivered, their functional characteristics, quantity and quality characteristics (if the goods are a procurement subject) or description of the work to be performed, or description of the service to be rendered (if subject of the procurement is work or service), their quantity and quality characteristics.	

14. ³	
5. Contact person	
<p style="text-align: right;">_____ (specify name, surname, phone, fax, e-mail)</p> <p>The bidder hereby confirms accuracy of all information stated in the Questionnaire and agrees with all conditions specified in the procurement documentation related to the procurement procedure:</p>	
<p style="text-align: center;">_____ (state designation of procedure)</p>	
<div style="display: flex; justify-content: space-between; align-items: flex-end; padding: 10px;"> <div style="text-align: center;"> <p>_____ (position of the chief executive officer)</p> <p>Date of compilation</p> </div> <div style="text-align: center;"> <p>Stamp</p> </div> <div style="text-align: center;"> <p>« _____ »</p> <p style="font-size: small;">(DD) (MM) (YYYY)</p> </div> <div style="text-align: center;"> <p>_____ (signature)</p> <p>_____ (state name)</p> </div> </div>	

³ Procurement bidder may submit any additional information about his company.

DECLARATION

on the procurement bidder compliance with criteria of classification as an entity of small and medium-sized business

We hereby confirm that _____
(specify name of the procurement bidder)

in accordance with Article 4 of the Federal law Concerning the Development of Small and Medium-Sized Business in the Russian Federation meets the criteria of classification as _____
(specify small or medium-sized business entity depending on the criteria of classification)
business entity and report the following information:

1. Place of business address (legal address): _____.
2. Taxpayer Identification Number / Taxpayer Record Validity Code (KPP): _____.

(N, information about date when the document was issued and the authority issued the document)

3. Principal State Registration Number (OGRN): _____.

4. Information about availability (non-availability) in the register of small and medium-sized business entities of the constituent entity of the Russian Federation (if such register is maintained by the governmental authority of the constituent entity of the Russian Federation) _____.

(name of a notified body, date of registration and register number)

5. Information about compliance with the criteria of classification as small and medium-sized business entities, and information about manufactured goods, work, and services and types of activities <1>:

Item No.	Information designation <2>	Small entities	Medium entities	Indicator
1 <3>	2	3	4	5
1.	Total share in equity (joint-stock) capital (share fund) of the Russian Federation, constituent entity of the Russian Federation, municipalities, public and religious organizations (associations), charitable and other foundations in the equity (joint-stock) capital (share fund) of the specified legal entities shall not exceed twenty five percent (except for total share included into asset composition of joint-stock investment funds, property assets of closed-end investment funds, common property assets of investment partnerships), percent	Max. 25		-
2.	Total share in equity (joint-stock) capital (share fund) of foreign legal entities, percent	Max. 49		-
3.	Total share owned by one or more legal entities that are not small and medium-sized business entities, percent	Max. 49		-
4.	Average number of employees for preceding calendar year (to be determined considering	up to 100 inclusive	from 101 to 250 inclusive	specify number of persons (for each

	all employees including those working under civil law contracts or in secondary employment considering actual working hours, employees of representations, branches and other separate divisions of the specified micro-sized enterprise, small enterprise or medium-sized enterprise) for the recent 3 years, persons	up to 15 for micro-sized enterprise		year)
5.	Revenues from sales of goods, work, and services excluding value added tax or book value of assets (depreciated book value of fixed assets and intangible assets) for the recent 3 years, mln. roubles	800	2000	To be indicated in mln. roubles (for each year)
		120 per year – for micro-sized enterprise		
6.	Information about types of activity of the legal entity according to constituent documents or about types of activity of the physical person recorded in the Unified State Register of Private Entrepreneurs and performing business activity without foundation of a legal entity with indication of the OKVED2 (Russian Classification of Economic Activities) and OKPD2 (Russian National Classification of Products as per Types of Economic Activities) codes	-		
7.	Information about goods, work, and services produced by small and medium-sized business entities with identification of OKVED2 and OKPD2 codes	-		
8	Information about participation in approved programs of partnership of certain customers with small and medium-sized business entities	yes (no) (if participated – state name of the customer implementing the partnership program)		
9.	Availability of information about the small and medium-sized business entity in the register of partnership program participants	yes (no) (if available - specify name of the customer-holder of the partnership program register)		
10.	Experience of execution of public and municipal contracts, civil agreements of budgetary institutions or agreements signed with legal entities covered by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities”	yes (no) (if any – specify number of executed contracts and total amount)		
11.	Information of experience in production and delivery of products included into the innovative products register	yes (no)		

12.	Information whether the small and medium-sized business entity has status of a person participating in executing of project for creation and support of operation of a territorially separate complex (Skolkovo Innovative Centre)	-
13.	Information that the chief executive officer, members of collegial executive body, chief accountant of the small and medium-sized business entity have no criminal records for crimes in the sphere of economy (except for persons with expired or expunged criminal records), and that no punishment in form of disqualification to hold certain positions or to practise certain professions related to activities of the small and medium-sized business entity, or administrative punishment in form of disqualification has been invoked in relation of the above-mentioned individuals	yes (no)
14.	Information about available data about the small and medium-sized business entity in blacklists of suppliers stipulated by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities and the Federal Law On Contractual System regarding Central and Local Government Procurement of Goods, Works and Services	yes (no)

Company Chief Executive Officer
(solo trader)

_____/_____
(signature) Name, position

Stamp

<1> Category of a small or medium-sized business entity will be changed only when limit values are beyond the limit values specified in item 4 hereof, during 3 successive calendar years.

<2> Restrictions on total share in the equity (joint-stock) capital (share fund) of foreign legal entities, the total share owned by one or more legal entities who are not small and medium-sized business entities do not cover commercial companies and economic partnerships, whose activities are practical use (implementation) of results of intellectual activities (software for electronic computers, databases, inventions, useful models, production prototypes, selection inventions, integrated circuit topographies, know-how, exclusive rights for which belong to shareholders (partners), respectively, of such commercial companies, economic partnerships being budgetary, autonomous research institutions or budget organizations, autonomous organizations, and higher educational institutions; legal entities received a project participant status according to Federal law No.244-FZ Concerning Skolkovo Innovative Center dated September 28, 2010, legal entities where shareholders (partners) are legal entities included in the list of the legal entities providing the state support of innovative activities approved by the Government of the Russian Federation, in forms as stipulated by Federal law No.127-FZ Concerning Science and State Scientific and Technical Policy dated August 23, 1996.

<3> Items 1 - 7 are mandatory and must be filled in.";

Appendix 2
to the Procurement Documentation

Application for Bidding⁴ in the public request for price quotations:
<i>(specify name of the procurement procedure, number of procedure, and lot number, if required)</i>
1. Having studied conditions and requirements given in the procurement documentation and Policy of Procurement of Goods, Work, and Services of the Customer and accepting requirements and conditions of the request for price quotation procedure and conditions of goods delivery (work performance, service rendering) stipulated in them
<i>(specify full name of legal entity / name, surname of individual)</i>
registered at the following address:
<i>(specify place of business of legal entity / place of residence of individual)</i>
proposes to conclude a contract for
<i>(specify subject of the contract)</i>
in accordance with the commercial proposal and other documents being an integral part of the present bid for the request for price quotations.
Commercial proposal:
Contract Price _____
2. We hereby inform (declare) that
<i>(specify full name of legal entity / name, surname of individual)</i>
Is not affected by any adjudication order or initiated bankruptcy proceedings 9for legal entities).
Operations are not suspended according to the procedure established by the Russian Federation Administrative Offence Code, as of the date of submission of the bid for the purpose of participation in procurement;
No records in the suppliers blacklist as stipulated in Art.5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ on Contractual System regarding Central and Local Government Procurement of Goods, Works and Services dated April 5, 2013 are available.
3. We hereby guarantee accuracy of information in the bid for the request for price quotations submitted by us and confirm the Customer's right to request from us, any authorised bodies, and legal entities and individuals mentioned in our bid for the request for price quotations information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for price quotations conditions equal for all bidders.
4. In case we win the request for price quotations we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents, within three days from the date of posting of the Report determining the bidder's right to conclude a contract with the customer in the unified information system.
5. In case, based on the results of the request for price quotations, the Customer award

⁴ To be issued on a procurement bidder's company letter-headed paper as a separate document.

us a contract we undertake to sign a contract with Rossiya Airlines JSC in accordance with the requirements given in the documentation for the request for price quotations and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.		
6. In case we are recognized to be the second winner of the request or price quotations based on the results of procurement procedure and the winner of the request for price quotations is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for price quotations documentation and our quote.		
7. In case we are recognised to be the only one request for price quotations bidder we undertake to sign the contract in accordance with the requirements given in the request for price quotations documentation and at the price indicated in our quote.		
8. In case we are recognised to be the winner of the request for price for quotations or it is decided to conclude a contract with us in the stipulated cases, and our avoidance of entering into the contract, that are subject of the request for price quotations we agree that information about		
(specify full name of legal entity / name, surname of individual)		
should be included into the supplier blacklist.		
9. We undertake not to amend and/or withdraw our bid for the request for price quotations after the deadline for submission of bids for the request for price quotations.		
10. By submitting the present bid we confirm our consent to personal data proceeding in accordance with Federal Law No.152-FZ Concerning Personal Data dated July 27, 2006 ⁵ .		
11. Documents being an integral part of our bid for the request for price quotations are attached to the present bid for the request for price quotations,		
as per the list on	page	
Chief executive officer		
(signature)		(state name)
Stamp		
Date of compilation	«	»
	(DD)	(MM) (YYYY)

⁵Item is included in the purchase application only participants - individuals

Appendix 3
to the Procurement Documentation

Terms of Reference

on acquisition of the equipment for A319/320

<p>1. Форма, сроки и порядок оплаты</p> <p>1.1 Формой оплаты является безналичный расчет.</p> <p>1.2 Сроки и порядок оплаты: Оплата 100% в течение 30 календарных дней со дня получения оборудования заказчиком</p> <p>2. Адрес, условия и срок поставки товара</p> <p>2.1 Адрес доставки: 196210, Санкт-Петербург ул. Пилотов 18/4, АО «Авиакомпания «Россия»</p> <p>2.2 Условия поставки: DAT (Incoterms 2010). Грузовой терминал Пулково</p> <p>2.3 Информация о дне отгрузки должна быть выслана не позднее, чем 7 дней по электронной почте e-mail: J.Lokonova@rossiya-airlines.com, I.Maleykov@rossiya-airlines.com Тел.+78126333924</p> <p>2.4 Поставка должна сопровождаться следующими документами:</p> <ul style="list-style-type: none"> - Сертификатами EASA FORM ONE или FAA 8130-3; - Для расходных материалов сертификатами производителя и сертификатом поставщика; - Упаковочный лист с информацией о содержимом отправки; - Коммерческий и Транспортный Счет для целей таможенного оформления, должны содержать (где применимо): описание товара, стоимость за ед. и общ стоимость, ссылку на Договор, условия поставки и оплаты, маршрут следования и данные перевозчика. - Государственные стандарты РФ не применимы, вследствие изготовления 	<p>1. Terms, Conditions and Procedure of Payment.</p> <p>1.1. Form of payment is bank transfer.</p> <p>1.2. Payment terms: NET30. Payment of 100% within 30 calendar days from the date of receipt of the equipment by the customer</p> <p>2. Address, Conditions and Terms of Delivery.</p> <p>2.1. Address of delivery: «Rossiya Airlines» JSC, b. 18/4, Pilotov street, Saint-Petersburg, 196210, Russia</p> <p>2.2. Terms of delivery: DAT (Incoterms 2010) Cargo terminal of Pulkovo</p> <p>2.3 Information about the day of shipment must be sent no later than 7 days by email J.Lokonova@rossiya-airlines.com and I.Maleykov@rossiya-airlines.com Tel. +7 812 633 39 24.</p> <p>2.4 Equipment shall be delivered with following documents:</p> <ul style="list-style-type: none"> - EASA FORM ONE or FAA 8130-3 certificate; - For consumables certified manufacturer and supplier; - Packing List with information about shipment content details; - Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details. - State Standards of the Russia do not apply, due to the Equipment will be made by the foreign manufacturer's standards. This requirement is an aircraft's manufacturer Airbus.
--	--

оборудования по стандартам зарубежного производителя, вследствие требования производителя BC Airbus.

3. Перечень материалов, количество и график отгрузки согласно, Приложения 1. Каждый партийный номер является отдельным лотом.

4. Коммерческая спецификация.

Исполнитель должен предоставить стоимость на каждый лот в Долларах США.

5. Оценка.

Оценка Предложений будет основана на условиях лучшей стоимости.

6. Условия заключения договора

Договор будет заключен на один или несколько Лотов с участником запроса котировок, предложение которого наиболее полно удовлетворяет требованиям Заказчика, изложенным в документации, содержит лучшие условия исполнения договора и заявке которого присвоен первый номер по каждому Лоту.

Участник закупки вправе представить встречный проект договора, с соблюдением при этом всех обязательных условий, прямо указанных в документации, в том числе в проекте договора Заказчика.

7. Гарантия

7.1 Исполнитель гарантирует, что Оборудование, доставленное Заказчику, не будет во время принятия его Заказчиком, иметь недостатков в материале, исполнении или возможности использоваться по назначению.

7.2 Срок указанной здесь в 7.1 гарантии длится 12 месяцев со дня принятия Оборудования Заказчиком.

7.3. Если Заказчик обнаружит предположительное нарушение указанной здесь в 7.1 гарантии; и Исполнитель это нарушение признает, Исполнитель устранит это нарушение гарантии, заменив безвозмездно для Заказчика, единицу Оборудования, имеющую недостаток – с тем, чтобы новая единица Оборудования была свободна от недостатков в материале, исполнении или возможности использоваться по назначению.

7.4 Гарантийная ответственность

3. List of materials, quantity and shipping schedule according to Appendix 1. Each part number is a separate lot.

4. Commercial Specifications.

Supplier shall provide quote for every listed unit in USD.

5. Assessment.

Proposal assessment will be based on best quote.

6. Terms for Conclusion of an Agreement

The Agreement will be concluded for one or more Lots with the procurement Bidder whose quote meets more complete the requirements of the Customer stated in documentation, contains better conditions for the performance of the agreement, and whose quote is assigned number one for each Lot.

The Bidder may submit a counter draft agreement where it is complied with all mandatory terms explicitly stated in the procurement documentation, including in the Customer draft agreement.

7. Warranty

7.1 The Seller guarantees that the Equipment delivered to the Buyer hereunder shall not have any defects in material, workmanship or aptness to be used to its purpose by the moment of their acceptance by the Buyer.

7.2 The term of the warranty of the 7.1 hereof lasts for 12 month since the acceptance of the Equipment by the Buyer.

7.3 If the Buyer discovers a breach of the warranty of the 7.1 hereof, and the Seller accepts it; the Seller shall rectify such breach by either replacing or repairing of a defected item of Equipment FOC to the Buyer, a new FOC to the Buyer; so that the new/repaired item of the Equipment shall be free from any defects in material, workmanship or possibility to be used to its purpose.

7.4 The warranty liability of the Seller hereunder is limited to that repair or replacement [the choice between which being subject to the Buyer's approval],

Исполнителя ограничена заменой или ремонтом (выбор между которыми должен быть согласован с Заказчиком) единицы Оборудования, имеющей недостаток, и затратами по его перевозке и сопутствующим страхованием.	together with delivery costs of it and related insurance.
---	---

Приложение 1.
Appendix 1.

	Наименование Component	P/n	Количество Quantity	Срок поставки Delivery time	Статус Status
1	туалетный поддон PAN ASSY FLOOR	p/n A225400201-800	1	06.2017	Новый NEW
2	Кипятильник WATER HEATER DR4180 SER	p/n 4360004-85-00-18	1	06.2017	После капитального ремонта OVERHAULED
3	Ось PIN	D3215303000800	12	06.2017	Новый NEW

Appendix 4
to the Procurement Documentation

Draft Contract

on acquisition of the equipment for A 319/320
на приобретение оборудования для А 319/320

<p>registered in: hereinafter referred to as the Seller; and „Rossiya Airlines“ JSC, registered in: Russian Federation, Saint-Petersburg, 196210, Pilotov street, 18/4, hereinafter referred to as the Buyer both hereinafter referred to as the Parties, and as singular a Party: have concluded this contract ref. _____ upon the following :</p>	<p>с основным местоположением, здесь далее называемое Исполнитель; и АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое Заказчик; вместе здесь в дальнейшем называемые Стороны, а отдельно Сторона, заключили настоящий договор _____ о следующем ниже:</p>
<p>1.Subject of the contract <u>1.1.</u> Is purchase of materials described in Appendix 1 (hereinafter referred to as the Equipment):</p> <ul style="list-style-type: none"> - Documentation: - certificate EASA Form 1 or FAA 8130-3 <p><u>1.2.</u> Amount of this Contract:</p>	<p>1.Предмет договора <u>1.1.</u> составляет приобретение материалов, описанных в приложении 1 (здесь и далее «Оборудование»):</p> <ul style="list-style-type: none"> - Документация. - сертификат EASA Form 1 или FAA 8130-3 <p><u>1.2.</u> Сумма настоящего договора:</p>
<p>2. Delivery, Packing & Lead time</p> <p><u>2.1</u> Deliveries hereunder shall be carried out with DAT (Incoterms 2010) Cargo terminal of Pulkovo</p> <p><u>2.2</u> The Seller shall deliver Services or Equipment in terms agreed by the Parties. Any delays in such periods, provided no force majeure as per paragraph 5 herein occurs, shall be deemed to be a material breach hereof and may therefore be subject to penalties.</p> <p><u>2.3</u> Lead time – In june of 2017</p> <p>2.3.1 Notice for shipment to be addressed 1 week prior Equipment readiness to Logistics Department LD@rossiya-airlines.com</p> <p>2.3.2 Address of delivery: JSC «Rossiya Airlines», Saint-Petersburg,</p>	<p>2. Доставка, упаковка и Срок исполнения</p> <p><u>2.1</u> Доставки по настоящему договору будут проводиться по DAT (Incoterms 2010). Грузовой терминал Пулково</p> <p><u>2.2</u> Исполнитель будет предоставлять Услуги, Оборудование в согласованные Сторонами сроки. Опоздание в этом сроке при отсутствии обстоятельства непреодолимой силы, как определено здесь в главе 5, будет считаться существенным нарушением настоящего договора и поэтому может быть основанием для штрафов.</p> <p><u>2.3</u> Поставка. Время поставки - июнь 2017 года.</p> <p>2.3.1 Уведомление по отгрузке направлять за 1 неделю до готовности отправки на адрес Logistics Department LD@rossiya-</p>

<p>18/4 Pilotov street, 196210.</p> <p><u>2.4</u> The Seller shall FOC for the Buyer pack the Equipment to be delivered hereunder so as to avoid any damage during whole shipment to the Buyer.</p> <p><u>2.5</u> If not otherwise agreed by the Parties in writing, title (together with all related risks) on Equipment, which is a subject hereof, passes from the Seller to the Buyer in the moment of the acceptance thereof by the Buyer or its nominated carrier.</p> <p><u>2.6.</u> Equipment will be delivered with the following documentation:</p> <ul style="list-style-type: none"> - EASA FORM 1; - Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details. 	<p>airlines.com</p> <p><u>2.3.2</u> Адрес поставки 196210, Санкт-Петербург ул. Пилотов 18/4 АО «Авиакомпания «Россия»</p> <p><u>2.4</u> Исполнитель безвозмездно для Заказчика упакует Оборудование таким образом, чтобы избежать любого повреждения во время всей перевозке до Заказчика.</p> <p><u>2.5</u> Если иное письменно не согласовано Сторонами, право собственности (вместе с сопутствующими рисками) на Оборудование, составляющее предмет настоящего договора, переходит от Исполнителя к Заказчику при его получении последним или им назначенным перевозчиком.</p> <p><u>2.6.</u> Оборудование будет поставляться со следующей документацией:</p> <ul style="list-style-type: none"> - EASA FORM 1. - Коммерческий и Транспортировочный Счет для целей таможенного оформления, должны содержать (где применимо): описание товара, стоимость за ед. и общ стоимость, ссылку на Договор, условия поставки и оплаты, маршрут следования и данные перевозчика.
<p>3. Payment</p> <p><u>3.1</u> The currency hereof is _____.</p> <p><u>3.2.</u> Form of payment is bank transfer.</p> <p><u>3.3.</u> The Parties' bank details are: <u>the Buyer's</u> <u>The Seller's</u></p> <p><u>3.4.</u> Terms and order of payment:</p> <p>NET30. Payment of 100% within 30 calendar days from the date of receipt of the equipment by the customer</p> <p><u>3.5</u> Same procedure shall apply for other payments of the Parties hereunder, if not otherwise agreed by the Parties in writing.</p>	<p>3. Оплата</p> <p><u>3.1</u> Валюта настоящего договора – _____</p> <p><u>3.2.</u> Форма оплаты безналичный расчет.</p> <p><u>3.3</u> Банковские реквизиты Сторон: <u>Заказчика:</u> <u>Исполнителя:</u></p> <p><u>3.4.</u> Сроки и порядок оплаты:</p> <p>Оплата 100% в течение 30 календарных дней со дня получения оборудования заказчиком</p> <p><u>3.5</u> Подобный порядок будет применяться и для других платежей Сторон по настоящему договору, если иное</p>

<p><u>3.6</u> Taxes with respect to any prices covered herewith are levied or nor levied i.a.w. current valid tax legislation. Parties shall pay due tax as are levied in their respective jurisdictions and have no liability to pay any other taxes.</p> <p><u>3.7.</u> The quantity of supplied goods and services within the Contract may be changed to 20 % from originally agreed.</p>	<p>Сторонами письменно не согласовано.</p> <p><u>3.6</u> Налоги на любые цены, охватываемые настоящим договором, налагаются или не налагаются в соответствии с действующим налоговым законодательством. Стороны будут платить подлежащие выплате налоги в своих соответствующих подсудностях; Стороны не имеют обязательства платить какие-либо иные налоги.</p> <p><u>3.7.</u> Количество поставляемого Покупателю в рамках настоящего договора Товара и услуг, может быть изменено до 20% от первоначально согласованного.</p>
<p>4. Warranty</p> <p>4.1 The Seller guarantees that the Equipment delivered or Services rendered to the Buyer hereunder shall not have any defects in material, workmanship or aptness to be used to its purpose by the moment of their acceptance by the Buyer.</p> <p>4.2 The term of the warranty of the 4.1 hereof lasts for 12 month since the acceptance of the Equipment or Services by the Buyer, hereinafter the "Warranty term".</p> <p>4.3 If the Buyer discovers a breach of the warranty of the 4.1 hereof, and the Seller accepts it pursuant to the 4.5 hereof; the Seller shall rectify such breach by either replacing or repairing of a defected item of Equipment FOC to the Buyer, or rendering badly rendered Services anew FOC to the Buyer; so that the new/repaired item of the Equipment or newly rendered Services shall be free from any defects in material, workmanship or possibility to be used to its purpose.</p> <p>4.4 The warranty liability of the Seller hereunder is limited to that repair or replacement [the choice between which being subject to the Buyer's approval], together with delivery costs of it and related insurance; or newly rendered Service</p> <p>4.5 The Buyer will notify the Seller about discovering a breach of the warranty of the 4.1 hereof within 7 calendar days by sending a written notice to the Seller, describing all concerning circumstances. During 14 calendar</p>	<p>4. Гарантия</p> <p><u>4.1</u> Исполнитель гарантирует, что Оборудование, доставленное или Услуги, оказанные Заказчику, не будут во время принятия их Заказчиком, иметь недостатков в материале, исполнении или возможности использоваться по назначению.</p> <p><u>4.2</u> Срок указанной здесь в 4.1 гарантии длится 12 месяцев со дня принятия Оборудования Заказчиком или оказания ему Услуг, здесь далее «Гарантийный срок».</p> <p><u>4.3.</u> Если Заказчик обнаружит предположительное нарушение указанной здесь в 4.1 гарантии; и Исполнитель это нарушение признает, как указано здесь в 4.5; Исполнитель устранил это нарушение гарантии, заменив безвозмездно для Заказчика, единицу Оборудования, имеющую недостаток; или снова окажет, безвозмездно для Заказчика, неудачно оказанную Услугу – с тем, чтобы новая единица Оборудования, или снова оказанная Услуга была свободна от недостатков в материале, исполнении или возможности использоваться по назначению.</p> <p><u>4.4.</u> Гарантийная ответственность Исполнителя по этому договору ограничена заменой или ремонтом (выбор между которыми должен быть согласован с Заказчиком) единицы Оборудования, имеющей недостаток, и затратами по его перевозке и сопутствующим страхованием; или повторным оказанием Услуги.</p>

<p>days the Seller will justly resolve if this event is a breach of the warranty hereunder. If the Seller does not answer within 14 calendar days, such defect shall be deemed as acknowledged by the Seller. For certain cases the Parties agree in writing upon some other term for the Seller's decision of the defect. The Seller may provide a Buyer with a sample, he uses in such cases; then it will be used. Effective dates of the Buyer's notifications about defects and the date of the Seller's answers to them (both as described in the 4.5 hereof), shall be accepted as, whichever occurs first, either:</p> <p>(i) the day of sending and acceptance of such notification (by duly authorized representatives of the Parties) via e-mail; or</p> <p>(ii) The day of acceptance of such notification by the Seller or answer by the Buyer, if they have been sent via a first-class postal or its equivalent service with function of notification about acceptance.</p> <p>4.6 The term of the Warranty term of the 4.1 hereof, in case of a proven breach of it, shall be extended to the time ensued from the day, when the Buyer informs the Seller of such breach, inclusively through the day, when the Seller rectifies this breach.</p> <p>4.7. In case of any delay in delivery of the Equipment the Seller has to pay the Buyer penalty at the rate 0.1% of the value of the short-delivered Goods for each day of delay till the date of Equipment delivery.</p>	<p><u>4.5.</u> Заказчик в течение 7 календарных дней уведомит Исполнителя об обнаружении предположительного нарушения указанной здесь в 4.1 гарантии, отправив письменное уведомление об этом событии Исполнителю с указанием всех связанных с ним обстоятельств: тогда Исполнитель в течение 14 календарных дней справедливо решит, является ли это событие нарушением гарантии по настоящему договору. Если Исполнитель не ответит в течение 14 календарных дней после получения уведомления о предположительном нарушении гарантии, такое нарушение будет считаться признанным Исполнителем. Стороны могут письменно согласовать для отдельных случаев иной срок для этого решения Исполнителя. Исполнитель может передать Заказчику образец, которым он сам пользуется в таких случаях; и тогда в подобном случае будет использоваться он. Датами вступления в силу сообщений в уведомления Заказчика о предположительном нарушении гарантии и решения Исполнителя о нём (по описанию 4.5 настоящего договора) будут считаться, смотря, что произойдёт первым: i) день отправки и получения (уполномоченным на то представителем другой Стороны) такого сообщения по электронной почте; или (ii) день принятия, если они были отправлены курьерской почтой первого класса с уведомлением о получении или равносильным средством, но в любом случае с возможностью уведомления о получении.</p> <p><u>4.6.</u> Срок указанной здесь в 4.1 гарантии, в случае доказанного её нарушения, будет продлён на время, прошедшее от дня, когда Заказчик уведомил Исполнителя о предположительном нарушении, до дня, когда Исполнитель устранил это нарушение, включительно.</p> <p><u>4.7.</u> В случае, если будет иметь место опоздание в поставке Оборудования, Исполнитель обязан уплатить Заказчику штраф в размере 0,1% от стоимости не поставленного в срок Оборудования за каждый день просрочки до даты поставки Оборудования.</p>
<p>5. Force majeure</p>	<p>5. Обстоятельства непреодолимой силы</p>

<p><u>5.1</u> Neither party shall bear responsibility for full or partial nonfulfillment of any obligations, if such nonfulfillment results from such circumstances as natural calamities, war (declared or not), civil commotion, transport accidents, export and import prohibition, which have arisen after the conclusion hereof. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts.</p> <p>Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein. Fires, blackouts, IT-systems failures and strikes shall be force majeure events unless they are caused by culpable acts or omissions of the Parties.</p>	<p><u>5.1</u> Ни одна из сторон не будет нести ответственности за полное или частичное невыполнение любого из их обязательств в том случае, если это невыполнение обусловлено такими обстоятельствами стихийные бедствия, война (объявленная или нет), общественные беспорядки, аварии на транспорте, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство.</p> <p>Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства. Пожары, отключения электричества, неисправности информационных систем и забастовки будут считаться обстоятельствами непреодолимой силы только, если они не вызваны виновными действиями или бездействиями Сторон.</p>
<p>6. Jurisdiction & Governing law</p> <p><u>6.1</u> In case of any dispute concerning this Contract the Parties will try finding the solution in negotiations. If such negotiations do not have the success within 60 calendar days, the Parties may refer to arbitration court in _____. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.</p> <p><u>6.2</u> Provisions of this Contract shall be construed with respective laws of the country of the Seller.</p>	<p>6. Подсудность и Управляющее законодательство</p> <p><u>6.1</u> В случае любого спора в отношении этого договора, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к арбитражному суду в _____. Язык рассмотрения такого спора будет Английский. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.</p> <p><u>6.2</u> Положения этого договора истолковываются по соответствующим законам страны Исполнителя.</p>

<p>7. Validity</p> <p><u>7.1</u> This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof. The contract comes into binding force being signed by authorized representatives of both Parties; The contract works before full execution by the parties.</p> <p><u>7.2</u> The agreement comes into force, being signed by authorized persons of both Parties and will remain in force before complete execution by the parties. The Parties may at any time terminate this Contract by a 60 days prior written notice</p> <p><u>7.3</u> Any obligation not fulfilled at the time of any termination hereof shall be fulfilled within 30 working days following such termination or within other term upon written consent of the Parties.</p> <p><u>7.4</u> The Parties shall inform one the other about any changes in bank details, headquarters and other tidings they deem to be important by means of an official letter. No amendment hereof shall be needed for such cases.</p> <p><u>7.5</u> In case of any dispute arising out of the text of the contract, the terms and condition contained in the stamped by Buyer's legal department's stamp and securely binded contract counterpart shall prevail.</p> <p>8. Anti-corruption clause</p> <p><u>8.1.</u> While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.</p> <p>While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.</p> <p><u>8.2.</u> If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in</p>	<p>7. Действие</p> <p><u>7.1</u> Настоящий договор является единственным действительным обязывающим соглашением Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом. Договор действует до полного исполнения сторонами.</p> <p><u>7.2</u> Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и останется в силе до полного исполнения сторонами. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 календарных дней.</p> <p><u>7.3</u> Если у Сторон останутся обязательства по настоящему договору на момент его расторжения, такие обязательства должны быть исполнены в течение 30 календарных дней или иного срока по письменному согласию Сторон.</p> <p><u>7.4</u> Стороны будут уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными, посредством официальных писем. Дополнений настоящего договора в таких случаях требоваться не будет.</p> <p><u>7.5.</u> В случае возникновения каких-либо разногласий по тексту договора, стороны руководствуются текстом, заверенным штампом правового департамента Заказчика или содержащимся в прошитом и заверенном Договоре</p> <p>8. Антикоррупционная оговорка</p> <p><u>8.1.</u> При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.</p> <p>При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление</p>
--	--

paragraph 8.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 8.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

8.3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 8.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

Signatures of the Parties:

Signed for and behalf of Seller

NAME _____

TITLE _____

SIGNATURE _____

Signed for and behalf of Buyer

NAME _____

TITLE _____

SIGNATURE _____

полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.

8.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 8.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 8.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30(тридцати) календарных дней с даты получения письменного уведомления.

8.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 8.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30(тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30(тридцать) календарных дней от даты получения соответствующего требования Стороны, по

	инициативе которой был расторгнут Договор. Подписи Сторон:
--	---

Appendix to the Draft agreement

Counter-agent's Information

No.	Counter-agent's name (INN, activity type)						Agreement (details, subject, price, validity period and other material terms and conditions)					No.	Information about the counter-agent's owners chain, including the beneficiaries (ultimate beneficiaries)						
	INN	OGRN	Counter-agent's name	OKVED code	Last name, name, patronymic of CEO	Authority and number of the document to identify CEO	Number and date	Subject of the agreement	Price (RUR, mln)	Validity period	Other material terms and conditions		INN	OGRN	Name/ Last name, name, patronymic	Location/ place or registration address	Series and number of ID document (for individual)	CEO/ member/ shareholder/ beneficiary/ details about the executive body	Information about the confirming documents (name, details, etc.)
1.												1.1.							
												1.1.1							
												1.1.2							
												1.1.3							
												1.1.3.1							
												1.1.3.2							
												1.2							
												1.2.1							

Position, full name of the counter-agent's CEO _____
 stamp here signature /date/

Note. The table shall contain the detailed information about the counter-agent's owners chain (founders/ shareholders; in respect to founders/ shareholders, which are legal entities, the details on their founders, etc.), including the ultimate beneficiaries:

1.1, 1.2 – owners of the counter-agent under the agreement (first level owners);

1.1.2, 1.2.1, 1.2.2, etc. – owners of 1.1 entity (second level owners)

and further according to the similar chart up to the ultimate beneficiary (1.1.3.1)

