

Approved:
Chairman of the Competition Commission
M.N. Fedosov

Approval date

23	10	2017
----	----	------

Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	23	10	2017	18:00MSK
Date and time for the request receiving completion	02	11	2017	10:00MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	10	11	2017	
Commencement date for providing clarifications on procurement documentation		23	10	2017
Completion date for providing clarifications on procurement documents		30	10	2017
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Overhaul of sets of economy class passenger seats for aircrafts B737-800, registration number VQ-BUE/VQ-BUF			
Number of lots	1			

Lot № 1

Name of the Subject-Matter of the Agreement (lot)		Overhaul of sets of economy class passenger seats for aircrafts B737-800, registration number VQ-BUE/VQ-BUF -BUF			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
500 000	USD	2	Set	33.16	33.16.10.000
Place of Delivery/Performance of Works/Provision of Services (address)		A-Technics warehouse, the Vnukovo airport, Moscow, Russia.			

Term and Payment Procedure for Goods (Work. Service)	Payment by the Customer of 20% of the cost is made within 30 working days from the date of the conclusion of the Contract and the issuance of the invoice by the Contractor. The Customer pays the remaining 80% within 30 working days from the date of fulfillment of the obligations undertaken by the Contractor within the framework of the concluded contract.
Request Security (amount)	not envisaged
Right of the Procurement Bidder to submit a draft of counter-agreement	anticipated

Assessment and Comparing Criteria of Quotes

Lot №1		
Criterion	The procedure for calculating the points for the criterion	Maximum number of points
Contract price	To calculate the number of points using the formula: $S_{baz} / S_{predl} \times K$, where: - S_{baz} - the best (lowest) of all the proposals of the participants; - S_{predl} - assesses the proposals of the participants; - K - the maximum number of points assigned to the respective criteria in accordance with the table below.	80
Overhaul period	To calculate the number of points using the following procedure: - When the party following conditions: [...] application of the participant is assigned a maximum number of points from the cells to the right. - If non-performance of the specified conditions of points assigned by the criterion no.	20
Maximum number of points		100
<p>Upon FCA airport of departure, (Incoterms 2010) Ddelivery Conditions the contract price is calculated according to the following formula: $N = P + T1 + T2 + T3 + T4 + D$ where: N – the price of the contract P - the value proposition of the provider. T1 - charges for customs clearance. T2 - customs duties. T3 - cost of services of the customs representative. T4 - the cost of registration of Declaration of compliance (if required for customs clearance of goods). D - the cost of transportation Common basis for comparison of proposal shall be quoted prices of all bidders excluding VAT.</p>		

1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (P 20-33-17 Edition 3).

1.2. Priority provision to goods of Russian origin, works, services performed, provided by Russian persons is applied in accordance with the Regulation of the Government of the Russian Federation No. 925 dated 16.09.2016.

1.3. The procurement documentation is an invitation addressed to public at large to give proposals under the procurement procedure.

The procedure for the public request of proposals (hereinafter the request for quotations), public request for proposals (hereinafter the request for proposals) is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the request for quotations, request for proposals does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

1.4. The Customer may refuse from holding the request for quotations, request for proposals without being liable to the procurement bidders, including compensation for any expenses related to issuance and submission of the request for quotations, request for proposals. If it is taken a decision to refuse holding the request for quotations, request for proposals the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold a request for quotations, request for proposals in the unified information system.

1.5. The Customer shall not be under obligations or be liable if the bidders; procurement parties fail to familiarize themselves with a notice on refusal to hold a request for quotations, request for proposals.

1.6. At any time before the deadline for submission of request for participation in the request for quotations, request for proposals the Customer may, on its own initiative or as a response to an inquiry of any bidder, amend a notice on holding a request for quotations, request for proposals, and procurement documentation.

1.7. The Customer may, at any time after a decision is taken that it is necessary to amend a notice on holding a request for quotations, request for quotations, documentation on the procurement, such amendments are posted in the unified information system.

1.8. If amendments to a notice or documentation on procurement are made later than two working days in holding a request for quotations/one working day in holding a request for proposals, a term for submission of requests for participating in request for quotations, request for proposals shall be extended so that from the day of posting such amendments in the unified information system to a notice or documentation on procurements to the end date for submission of requests for participating in a request for quotations, request for proposals, such term shall be at least three working days.

2. Procedure for Submission of Requests

2.1. To participate in the request for quotations, request for proposals the bidder shall prepare a request for participation in the request for quotations, request for proposals executed in full compliance with the requirements of the procurement documentation. The bidder may submit only one request with respect of each subject-matter of the request for quotations, request for proposals (lot).

2.2. In pursuance of procurement documentation all documents shall be submitted to the electronic trading facility as scan-copies of signed documents.

2.3. The bidder may amend or withdraw a submitted Request for participation in the Request for Quotations, Request for Proposals not later than the deadline for submission of Requests for participation in the Request of Quotations, Request for Proposals. Amendment or addition to the Request is permitted by submission of a new Request only, then the original Request shall be withdrawn by the bidder.

3. Procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder may submit an inquiry to the Customer for clarification of the points of the documentation on the procurement in writing or as an electronic document.

3.2. The bidder is entitled to forward an inquiry for clarifications on the points of the procurement documentation to the postal address of the Customer, e-mail stated in the procurement notice or post in the electronic trading facility.

3.3. The Customer posts the copy of such clarifications (with no reference to the name or address of the bidder from which such inquiry for clarifications has been received) in the unified information system.

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

4.2.

5. Pricing Procedure for the Agreement Price (Lot Price)

5.1. The Agreement Price (Lot Price) shall be formed subject to expenses for carriage, insurance, payment of customs duties, taxes and other mandatory payments unless otherwise is provided in the Terms of Reference (Appendix 3).

6. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs.

6.1. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs are set forth in the Terms of Reference (Appendix 3).

7. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its

quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features.

7.1. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features are set forth in the Terms of Reference (Appendix 3).

8. Requirements for the procurement bidders and list of documents to be submitted by the procurement bidders to confirm their conformity with the established requirements

8.1. There are set the following mandatory requirements for a legal capacity of the procurement bidder

8.1.1. The conformity of the procurement bidder with the requirements set in accordance with the laws of the Russian Federation for persons making deliveries of goods, performance of works, provision of services which are the subject-matter of the procurement.

8.1.2. Availability of the relevant licenses, certificates, approvals and other permits of governmental authorities of the Russian Federation and/or other countries (if applicable) to undertake by them or persons contracted by them, of activity which is necessary to meet obligations undertaken by them in accordance with this documentation and an agreement expected for conclusion in accordance with this documentation.

8.1.3. No liquidation proceeding with respect to the corporate procurement bidder and a lack of an arbitration award on the adjudication of the corporate bidder, individual entrepreneur a bankrupt or initiating bankruptcy proceedings.

8.1.4. No suspension of the procurement bidder's business in accordance with the procedures contemplated by the Russian Federation Administrative Offence Code as of the day of submission of the request for participation in the procurement.

8.1.5. A lack of the indebtedness with the procurement bidder on taxes, dues and other mandatory payments accrued to the budgets of the budgetary system of the Russian Federation (except for those amounts where it is granted a delay, payment by instalments, investment tax credit in accordance with the laws of the Russian Federation on taxes and charges which are rescheduled in accordance with the laws of the Russian Federation where there is a court decision which has entered into legal force, on recognition of the obligation of the claimant to pay such amounts discharged or which have been adjudicated bad debts for recovery in accordance with the laws of the Russian Federation on taxes and charges) for a calendar year elapsed.

The procurement bidder shall be deemed complying with the established requirement provided that it appeals the existence of the said arrears, indebtedness and a decision on such appeal is pending as at the day of examining such request for identifying a supplier (contractor, provider) is not taken.

8.1.6. Financial and economic performance figures of the procurement bidder shall evidence its solvency and financial stability.

8.1.7. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. 44-FZ dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".

8.1.8. The procurement bidder shall not have a conflict of interests with the customer's employees.

8.2. If the procurement is undertaken among the subject of small and medium businesses only, the procurement bidder shall conform with the qualifying criteria for the subjects of small and medium businesses established by Article 4 of the Federal Act "On Development of Small and Medium Businesses in the Russian Federation" and shall declare in the request for participation its classification as the subject of small and medium businesses by submission in the form of an electronic document, of details from the unified register of the subjects of small and medium businesses which contain the details about the procurement bidder, or declaration of conformity of the procurement bidder with the qualifying criteria for inclusion in the subjects of small and medium businesses in the form of the Appendix to the Regulation on specifics of participation of the subjects of small and medium businesses in the procurement of goods, works, and services approved by the Regulation of the Government of the Russian Federation dated 11 December 2014 No. 1352 if there is no information about the procurement bidder which is a newly registered individual entrepreneur or newly established legal entity.

8.3. The list of all documents evidencing the conformity of the procurement bidder with the established requirements is given in the Questionnaire Form of the bidder (Appendix 2).

8.4. Additional requirements for the procurement bidders related to the requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service as well as the procedure for confirming the conformity of the procurement bidders with the said requirements may be provided for by the Terms of Reference (Appendix 3).

9. Requirements for the Contents, Form, Execution and Setup of the Request for Participation in the Procurement

9.1. The bidder's Request shall include the following documents:

9.1.1. The Request for participation in the procedure executed on the official letterhead of the procurement procedure bidder (Appendix 1).

9.1.2. The bidder's Questionnaire Form executed on the official letterhead of the procurement procedure bidder (Appendix 2).

9.2. All documents and information submitted by the bidders shall be issued in Russian or English. If any information or documents are submitted in other language, they shall be accompanied by translation into Russian or English.

9.3. All prices shall be stated in the currency of the initial (maximum) price of the agreement (lot price). If the price in the bidder's request is set in the currency which is different from the initial (maximum) agreement price (lot price), the Customer may recalculate the price into the required currency at the rate as of the end date for taking the requests for assessment and comparison of requests.

9.4. The Request validity period for participation in the procurement shall be at least 90 days from the end date for submission of requests for participation in the procurement.

9.5. A request shall be provided for each lot separately.

9.6. A request shall include one main request with the price, dates and other terms of delivery of goods/performance of works/provision of services provided that submission of alternative proposals is not contemplated by procurement documentation.

9.7. The Bidders shall pay independently all expenses related to submission of the request, including but not limited to expenses for examination of this documentation and issuance of proposals.

10. Procedure for Examination, Assessment and Comparison for Requests to Participate in Procurement

10.1. Requests for participation in procurement shall subject to two-stage check:

Stage one – is a pre-qualification stage of examining such requests for the conformity with the requirements of procurement documents in part of execution of such requests;

Stage two – is an assessment stage of requests passed the pre-qualification stage.

10.2. The pre-qualification stage of examining of requests for the conformity with requirements of procurement documentation shall be carried out based on the following indicators and assessment procedure:

10.2.1. Conformity with the requirements for procurement bidders: checking the bidders for the conformity with the requirements based on documents received in accordance with clause 8, including but not limited for its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.

10.2.2. The completeness of the documents submitted: check for the conformity of the documents submitted in the request with the required list (Appendix 1 and 2) as well as the accuracy of information and documents submitted.

10.2.3. Conformity of the request for participation with the requirements of procurement documents: check for the contents of the request, including the contents of the price proposal, other information in accordance with the requirements of procurement documentation.

10.3. If in the course of the pre-qualification stage the competition commissions establishes the fact that the request fails to conform by one or more indicators referred to in clause 9, such request shall be waived and shall be subject to no further examination.

The request of the procurement bidder may also be waive in the following instances:

a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;

b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;

c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;

d) a failure to provide clarifications on the request for participation in the request for proposals upon request of the Competition Commission;

e) existing information on the procurement bidder in the register of mala fide suppliers;

f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);

g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;

h) existing other adverse information identified by the results of the check.

10.4. If only one request for participation in the request for quotations, request for proposals is received by the completion date for submission of requests for participation in the request for quotations, request for proposals established by procurement documentation, such request for quotations, request for proposals shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, a request for proposals shall be deemed failed with respect to those lots only with respect of which the only request has been submitted.

10.6. If the only request for participation in the request for quotations, request for proposals is received by the customer by the completion date for submission of requests set by procurement documentation, despite the request for quotations, request for proposals is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the request for quotations, request for proposals being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation on holding such request for quotations, request for proposals, the Customer is entitled to enter into an agreement with such bidder.

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the request for quotations, request for proposals. The Customer may enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The request for quotations, request for proposals shall be deemed failed in such case.

10.8. The request which have passed the pre-qualification stage shall be assessed by criteria stated in the Assessment and Comparison Criteria of the Requests table. The proposal prices of all bidders excluding VAT shall be used as a single basis for comparing price proposals.

10.9. If in the course of assessing the requests for participation in the request for quotations, request for proposals the Competition Commission is necessary to extend or reduce the dates of pre-qualification and/or assessment stage stated as the dates for examining proposals of the procurement bidders and summarizing the procurement results, in the notice on holding a request for quotations, request for proposals the customer shall, within one working day after a decision is made by the competition commission on extension or reduction of the dates for the pre-qualification and/or assessment stage, post a notice on the extension or reduction of the relevant term in the unified information system.

10.10. The Winner in the request for quotations, request for proposals.

10.10.1. It shall be recognized the Winner in the request for proposals that procurement bidder which conforms to the requirements set by procurement documentation, which has failed a request that meets all the requirements set by procurement documentation and where it is stated the lowest price for goods, works, and services.

10.10.2. It shall be recognized the Winner in the request for proposals that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the request for proposals is assigned number one. The assignment of the sequence number to each request for participation in the request for proposals as the advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the request for proposals which has gained the highest final point. The final point of each request for participation in the request for proposals shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the request for proposals include equal combination of terms for the performance of an agreement, a lesser sequence number shall be assigned to the request for participation in the request for proposals which has been received earlier than other requests for participation in the request for proposals which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the Competition Commission not later than in ten (10) days from the day of the meeting of the competition commission.

10.12. The Record shall be posted in the unified information system not later than in three (3) days from its signature.

10.13. The term for signature of the agreement with the bidder whose proposal is recognized the best – not later than seven calendar days from the date of the receipt of such agreement from the Customer.

10.14. Should the winner in the request for proposals be evading the conclusion of the agreement, the Competition Commission may take a decision to sign the agreement with the bidder which offered the same price in its request as the winner, or whose proposal of the

agreement price contains better terms after those proposed by the winner. The agreement with such bidder shall be signed on the terms of the draft agreement attached to the procurement documentation at the price offered by such bidder in the quotation request. Such bidder is not entitled to waive the conclusion of the agreement.

Should the bidder which offered the same price in the quotation request as the winner, waive the conclusion of the agreement, or which proposed the terms next to the ones proposed by the winner, the request for proposals shall be recognized failed.

10.15. Should the winner in the request for proposals be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the bidder whose request was assigned number two by the results of assessment and comparison of requests (proposals), on the terms of the performance of the agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of the competition commission. The bidder in the request for proposals is not entitled to waive the conclusion of the agreement.

10.16. Should the bidder in the request for quotations, request for proposals be evading the conclusion of the agreement, the competition commission may take another decision which is different from the one referred to in clauses 10.14 and 10.15, including on recommendation of the procurement from the single supplier.

10.17. The Customer may without giving a reason take a decision to waive the conclusion of the agreement without compensation to the winner or other bidder of expenses incurred by it related to the participation in the procedure for request for quotations, request for proposals.

10.18. Should the customer waive the conclusion of the agreement with the winner in the request for proposals and the bidder which proposed the same price in the quotation request as the winner, or whose proposal of the agreement price contains better terms next to the ones proposed by the winner as well as if the customer waives the conclusion of the agreement with the winner in the request for proposals and the bidder whose request was assigned number two, the customer shall post its notice on recognition of the request for quotations, request for proposals failed, in the unified information system.

10.19. In holding the request for proposals the Customer may, after completion of the assessment and comparison of proposals, grant an option to the bidders to raise the preference of their requests by reducing the price initially stated in the request (to announce re-bidding). A notice to the bidders about the commencement of re-bidding shall be made by posting a notice on the electronic trading facility. The Customer may announce a secret or public re-bidding. Re-bidding shall be deemed secret unless otherwise is contemplated in the notice of the Customer. To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

11. Consequences of Recognizing the Request for Quotations, Request for Proposals Failed

11.1. Should the request for quotations, request for proposals be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the request for quotations, request for proposals or recognized the only bidder in the request for quotations, request for proposals, the Customer may hold the repeated request for quotations, request for proposals or apply another method of procurement.

12. Closing Provisions

The Customer shall be governed by the Procurement Regulation in all other matters not contemplated by this documentation.

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Request for Participation¹ In the Procurement Procedure:	
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>	
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)	
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>	
Registered at the following address:	
<i>(state place of location address of legal entity/place of residence of individual)</i>	
предлагает заключить договор на	
<i>(state the subject-matter of the agreement)</i>	
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.	
Quote:	
Contract price	
Overhaul period	
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:	
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)	
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;	
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".	
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.	

¹ To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

<p>4. In the event of our winning in the request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>		
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>		
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>		
<p>9. Принимаем на себя обязательство не изменять и (или) не отзывать заявку на участие в закупке после истечения срока окончания подачи заявок на участие в запросе котировок, запросе предложений.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"⁵.</p>		
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p> <p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p> <p>11.2. Copies of documents evidencing the right of the procurement bidder for delivery of goods where it is not a manufacturer and giving official warranties of the manufacturer of goods (in delivery of goods);</p> <p>11.3. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p>		
According to the list on	pages	
Principal		
(signature)		(state initials, last name)
SEAL		
Date of issuance		
(DD)	(MM)	(YYYY)

⁵ The clause is subject to inclusion as a part of the request from the procurement bidder only who is an individual.

BIDDER QUESTIONNAIRE FORM² Procurement Procedure	
<i>(state the name of procedure)</i>	
Procedure No. _____ <i>(state the procedure number)</i>	Lot No. _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
1. Legal details Country _____ of _____ registration _____ Registered address _____ Street address _____ Phone _____ Fax _____ E-mail _____	
2. Banking details INN / KPP of entity _____ OGRN (Primary State Registration Number) _____ Transaction Account No. _____ Bank Name _____ Correspondent account _____ BIC _____	
3. Registration data Date, place and registration authority _____ Founders _____ Primary Business _____ Included in the small and medium businesses ³ _____ OKPO _____ OKVED _____	

² To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

³ If the bidder is included in the subjects of small or medium businesses, it shall be attached to the request a document containing details from the unified register of subjects of small and medium businesses, or declaration of conformity in the form approved by regulation of the RF Government dated 11 December 2014 No. 1352

4. Appendices to the Bidder Questionnaire Form:	
Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for proposals in the unified information system (for foreign companies – statement from the Trade Register).	
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.	
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	
5. Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	
This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> Principal <i>(title of the Principal)</i> SEAL Date of Issuance </div> <div style="text-align: center;"> _____ <i>(signature)</i> </div> <div style="text-align: center;"> _____ <i>(state initials, last name)</i> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> _____ <i>(DD)</i> _____ <i>(MM)</i> _____ <i>(YYYY)</i> </div>	

1. Contract tendered

Overhaul of sets of economy class passenger seats for aircrafts B737-800, registration number VQ-BUE/VQ-BUF

2. Range of goods, product description, replaceability, equivalent.

Table 1. List of each set of passenger seats WEBER 5600 (CMM 25-27-28)

№	Serial number	Description	Quantity	Condition
1	859090-401	SEAT AY, T/C LH IAT OFST TPL, NARR, 4" RECL, 56.65"	1	Serviceable
2	859090-402	SEAT AY, T/C RH IAT OFST TPL, NARR, 4" RECL, 56.65"	1	Serviceable
3	859090-403	SEAT AY, T/C LH STD/HDCP OFST TPL, NARR, 4" RECL, 57.7"	1	Serviceable
4	859090-404	SEAT AY, T/C RH STD/HDCP OFST TPL, NARR, 4" RECL, 57.7"	1	Serviceable
5	859090-405	SEAT AY, T/C LH STD/HDCP OFST TPL, NARR, 4" RECL, 58.7"	1	Serviceable
6	859090-406	SEAT AY, T/C RH STD/HDCP OFST TPL, NARR, 4" RECL, 58.7"	2	Serviceable
7	859090-407	SEAT AY, T/C LH STD/HDCP TPL, 4" RECL, 59.7"	21	Serviceable
8	859090-408	SEAT AY, T/C RH STD/HDCP TPL, 4" RECL, 59.7"	21	Serviceable
9	859090-409	SEAT AY, T/C LH STD/HDCP FWD EXIT TPL, 4" RECL, 59.7"	1	Serviceable
10	859090-410	SEAT AY, T/C RH STD/HDCP FWD EXIT TPL, 4" RECL, 59.7"	1	Serviceable
11	859090-415	SEAT AY, T/C LH STD/HDCP TPL, NARR, 4" RECL, 58.7"	1	Serviceable
12	859090-416	SEAT AY, T/C RH STD/HDCP TPL, NARR, 4" RECL, 58.7"	1	Serviceable
13	859090-417	SEAT AY, T/C LH STD/HDCP TPL, NARR, 4" RECL, 57.7"	1	Serviceable
14	859090-418	SEAT AY, T/C RH STD/HDCP TPL, NARR, 4" RECL, 57.7"	1	Serviceable
15	859090-419	SEAT AY, T/C LH STD/HDCP TPL, NARR, 4" RECL, 56.7"	1	Serviceable
16	859090-420	SEAT AY, T/C RH STD/HDCP TPL, NARR, 4" RECL, 56.7"	1	Serviceable
17	859090-421	SEAT AY, T/C LH STD/HDCP TPL, 4" RECL, 59.7"	1	Serviceable

1 8	859090- 422	SEAT AY, T/C RH STD/HDCP TPL, 4" RECL, 59.7"	1	Serviceable
1 9	859090- 423	SEAT AY, T/C LH IAT OFST TPL, NARR, EXIT, NO OUTBD ARMREST, NO RECL, 58.1"	1	Serviceable
2 0	859090- 424	SEAT AY, T/C RH IAT OFST TPL, NARR, EXIT, NO OUTBD ARMREST, NO RECL, 58.1"	1	Serviceable
2 1	859090- 425	SEAT AY, T/C LH IAT OFST TPL, NARR, EXIT, NO OUTBD ARMREST, 4" RECL, 58.1"	1	Serviceable
2 2	859090- 426	SEAT AY, T/C RH IAT OFST TPL, NARR, EXIT, NO OUTBD ARMREST, 4" RECL, 58.1"	1	Serviceable

3. Quantity/volume of required units of goods, works, services

Each set consist 63 triple seat blocks. Total is 126 triple economy class passenger seats WEBER 5600

4. Place of destination and terms of delivery of goods, performance of works, and provision of services.

A-Technics warehouse, the Vnukovo airport, Moscow, Russia.

5. Timing or schedule of shipment/delivery of goods, performance of works and provision of services.

Estimated delivery time from Customer to Supplier:

Set of passenger seats No. 1 - December 1st, 2017;

Set of passenger seats No. 2 - April 1st, 2018.

6. Safety and quality requirements, technical characteristics, performance specifications

The shipment shall be accompanied by the following documents:

- certification documents from the manufacturer and supplier (EASA Form1 or FAA FORM 8130-3 (Dual release)), a complete report on the successful combustion tests (for all materials used and their combinations);
- Packing list indicating the correct drawing and serial numbers;
- an invoice containing the goods name, unit price and total cost of the goods, agreement number, terms of delivery and payment under the agreement;
- operating instructions or a supplement to the operating instructions for the passenger seats (CMM);
- passenger seat interface loads analysis;
- passenger seat weight report;
- other technical and regulatory documents used in the process of overhaul.

It is necessary to perform overhaul of two sets of passenger seats Weber 5600 (Table 1), in accordance with the latest revision of the maintenance manual - CMM 25-27-28. Each set consists of 63 triple economy class passenger seats. The overhaul of passenger seats shall include, but not be limited to, the following works and services:

- High pressure cleaning of all metal parts of the passenger seats.
- Replacement/repair of faulty passenger seat frame components.
- Replacement/installation of defective/missing metal components of passenger seats, including attaching parts of armrests.
- Replacement of all plastic and rubber components of the passenger seats.
- Full replacement of pockets for life vests, taking into account the types of passenger life vests used in JSC "Airline "Russia".

- Checking the recline mechanism of each passenger seat, and replacement of all defective elements of the mechanism.
- Replacement of all safety belts in accordance with the concept of JSC "Airline "Russia". The manufacturer and the color are approved in consultation with the customer's representatives.
- Full replacement of covers and cushions on backs and bottoms of passenger seats. (All covers and cushions will be manufactured by a third party, taking into account all the features of the seats shown in Table 1, and delivered by the Customer to the place of overhaul). Certification of the installation of covers and cushions, as part of the overhaul of the seats, shall be performed by the Contractor.

In addition, upon completion of the overhaul, the height of the armrests should be adjusted on each passenger seat, the backrest recline level should be measured and adjusted, the folding tables should be adjusted in the horizontal and vertical planes, and the final cleaning and inspection should be performed.

Within the framework of overhaul, subcontracting organizations may be involved.

Change by the Contractor of drawing and serial numbers (P/N, S/N) of sets of passenger seats is extremely undesirable. In case of changing the drawing and/or serial numbers of sets of seats, the Contractor shall provide a modification package for the installation of seats on aircraft B737-800 (EASA Minor Change or EASA Major Change (STC)), which should include but not be limited to the following documents:

- Master Data List;
- Change Classification Document;
- Weight and Balance Report;
- Accomplishment Instructions for Passenger Seats Replacement and PSU Reinstallation;
- Drawing –189 PAX LOPA with P/N of installed passenger seats;
- Drawing – PSU Layout;
- Instructions for Continued Airworthiness;
- Illustrated Parts Catalogue Supplement;
- Interface Load Report;
- Declaration of Design and Performance;
- Other necessary technical documentation;

The list of accompanying documents can be changed upon agreement with the Customer.

Changes to the configuration of Photoluminescent Emergency Floor Path Marking System are not allowed. The package of documents should be developed by an organization approved by the EASA as Part 21 Subpart J (DOA) and operating on the market in this sector for at least 3 years.

State standards of the Russian Federation are not applicable as certification must meet the requirements of the FAA/EASA.

7. Requirements for goods pricing.

Price is based on the value of manpower, spare parts and consumables for the overhaul seats. The price excludes the following: delivery, loading/unloading, insurance, assembling, staff training, customs duties.

8. Requirements to acceptance of product, works and services

The Contractor shall send information on the day of shipment by e-mail no later than 1 week before the passenger seats are ready for shipment: logistics-VKO@rossiya-airlines.com

9. Requirements to the period and scope of the product, work or service quality warranty

Each overhauled passenger seat shall be covered by a warranty period of at least one year.

10. Other necessary information

Terms of delivery: EXW or FCA airport of departure;

In accordance with the present TOR, performance of overhaul of passenger seats is possible only in the territory of the Russian Federation, CIS countries or EU.

The Procurement Bidder may propose a draft Agreement which conforms to the mandatory terms and conditions of draft agreement and the present Terms of Reference.

The Customer shall pay 20% of the cost within 30 working days from the date of entering into the Agreement and issuing the invoice by the Contractor. The Customer shall pay the remaining 80% within 30 working days from the date of fulfillment of the Contractor's obligations within the framework of the concluded Agreement.

The Supplier shall specify the price in US dollars.

Draft Agreement

_____ with the principal place of business located in _____, hereinafter referred to as the “Contractor” and Rossiya Airlines JSC with the principal place of business in the Russian Federation, 18/4 Pilotov Street, St. Petersburg, hereinafter referred to as the “Customer”, hereinafter collectively referred to as the “Parties” and individually as a “Party” have entered into this Agreement No. _____ to the following effect:

1. Subject Matter of the Agreement

1.1 consists in the repair of sets of economy class passenger seats for aircrafts B737-800 in compliance with appendices/orders hereto.

1.2 The value hereof may not exceed _____

2. Delivery terms

2.1. Place of delivery:

Warehouse A-Technic, Vnukovo Airport, Moscow, Russia.

Terms of delivery: EXW or FCA airport of departure (Incoterms 2010)

Upon the written consent of the Parties, delivery in both directions under other conditions and in other locations is possible.

2.2 Contractor will pack the sets of passenger seats or cause the same to be packed for the delivery to the Customer free of charge so as to avoid any damage throughout transportation to the Customer.

2.3 Schedule of performance of works:

Time for the repair each set of seats is no more than 65 days from the delivery seats by the Customer.

Estimated delivery time from Customer to Supplier:

Set of passenger seats No. 1 - December 1st, 2017;

Set of passenger seats No. 2 - April 1st, 2018.

A delay in repair completion may be grounds for penalties in compliance with clause 3.3.

* As agreed by the Parties, these dates may be amended.

2.4 Ownership of the passenger seats being repaired, including the components installed on them, always remains with the Customer.

2.5. The shipment shall be accompanied by the following documents:

- certification documents from the manufacturer and supplier (EASA Form1, FAA FORM 8130-3 (Dual)), a complete report on the successful combustion tests (for all materials used and their combinations);

- Packing list indicating the correct drawing and serial numbers;
- an invoice containing the goods name, unit price and total cost of the goods, agreement number, terms of delivery and payment under the agreement;
- operating instructions or a supplement to the operating instructions for the passenger seats (CMM);
- passenger seat interface loads analysis;
- passenger seat weight report;
- other technical and regulatory documents used in the process of repair.

2.6. The Contractor shall send information on the day of shipment by e-mail no later than 1 week before the passenger seats are ready for shipment: logistics-VKO@rossiya-airlines.com

3. Payment

3.1 Payment by the Customer of 20% of the cost is made within 30 working days from the date of the conclusion of the Contract and the issuance of the invoice by the Contractor. The Customer pays the remaining 80% within 30 working days from the date of fulfillment of the obligations undertaken by the Contractor within the framework of the concluded contract. Invoices for payment must be sent by the Contractor to: amd9@rossiya-airlines.com without any undue delay immediately after issuance but not later than 10 business days prior to the payment date. If the Contractor fails to provide invoices in time, payment date shall be rescheduled for such period.

Form of payment - bank transfer.

The currency of the contract is TBD.

3.2 Taxes on all prices covered hereby shall be imposed or not imposed in compliance with the applicable tax legislation. The Parties will pay the taxes payable in their respective jurisdictions; the Parties are not obliged to pay any other taxes. The Parties will pay bank fees, if any, imposed by their respective banks. For the avoidance of doubt, the Parties are not obliged to pay any bank fee of the other Party.

3.3 In case of a delay in repair for any reasons other than Force Majeure and not through the Customer's fault, the Customer shall be empowered to collect penalties from the Contractor for each day of such delay in an amount of 0.1% of the cost of repair of passenger seat set, but no more than 10% thereof. In any case, if not otherwise agreed by the Parties, the repair shall be fully completed and shall result in the release of the seats for service.

3.4 Should the Parties agree upon an early termination of repair, the Contractor shall repay the prepaid repair cost to the Customer and pay a penalty for the use of another's monetary assets in an amount of 0.1% of the repair cost.

3.5. During execution of the present Contract, the Customer as agreed upon with the Contractor may change quantity of goods/scope of work, and services by 20% maximum in case of change in demand for the goods, work, and services that are subject of the contract and in case of demand for additional scope of work and services not provided for in the Contract but related to such work and services provided for in the Contract. In this case value of the present contract specified in the clause 1.2. shall be changed proportionally.

4. Technical requirements

4.1 It is necessary to perform repair of two sets of passenger seats Weber 5600 (Table 1), in accordance with the latest revision of the maintenance manual - CMM 25-27-28. Each set consists of 63 triple economy class passenger seats. The repair of passenger seats shall include, but not be limited to, the following works and services:

- High pressure cleaning of all metal parts of the passenger seats.
- Replacement/repair of faulty passenger seat frame components.
- Replacement/installation of defective/missing metal components of passenger seats, including attaching parts of armrests.
- Replacement of all plastic and rubber components of the passenger seats.
- Full replacement of pockets for life vests, taking into account the types of passenger life vests used in JSC "Airline "Russia".
- Checking the recline mechanism of each passenger seat, and replacement of all defective elements of the mechanism.
- Replacement of all safety belts in accordance with the concept of JSC "Airline "Russia". The manufacturer and the color are approved in consultation with the customer's representatives.
- Full replacement of covers and cushions on backs and bottoms of passenger seats. (All covers and cushions will be manufactured by a third party, taking into account all the features of the seats shown in Table 1, and delivered by the Customer to the place of repair). Certification of the installation of covers and cushions, as part of the repair of the seats, shall be performed by the Contractor.

In addition, upon completion of the repair, the height of the armrests should be adjusted on each passenger seat, the backrest recline level should be measured and adjusted, the folding tables should be adjusted in the horizontal and vertical planes, and the final cleaning and inspection should be performed.

4.2. Within the framework of repair, subcontracting organizations may be involved.

4.3 Change by the Contractor of drawing and serial numbers (P/N, S/N) of sets of passenger seats is extremely undesirable. In case of changing the drawing and/or serial numbers of sets of seats, the Contractor shall provide a modification package for the installation of seats on aircraft B737-800 (EASA Minor Change or EASA Major Change (STC)), which should include but not be limited to the following documents:

- Master Data List;
- Change Classification Document;
- Weight and Balance Report;
- Accomplishment Instructions for Passenger Seats Replacement and PSU Reinstallation;
- Drawing – 189 PAX LOPA with P/N of installed passenger seats;
- Drawing – PSU Layout;
- Instructions for Continued Airworthiness;
- Illustrated Parts Catalogue Supplement;
- Interface Load Report;
- Declaration of Design and Performance;
- Other necessary technical documentation;

The list of accompanying documents can be changed upon agreement with the Customer. Changes to the configuration of Photoluminescent Emergency Floor Path Marking System are not allowed. The package of documents should be developed by an organization approved by the EASA as Part 21 Subpart J (DOA) and operating on the market in this sector for at least 3 years.

State standards of the Russian Federation are not applicable as certification must meet the requirements of the FAA/EASA.

4.4 Each repaired passenger seat shall be covered by a warranty period of at least one year.

5. Force Majeure

5.1 Neither Party shall be liable for a delay in performance of or failure to perform its obligations if the delay in performance or failure to perform is the result of events, circumstances, or causes beyond reasonable control and if they were not caused by the fault or negligence (whether act or omission by the respective Party), including without limitation war (whether declared or not), terrorism, insurrections or civil disorders, fire, floods, earthquakes, natural disasters, epidemics or quarantine restrictions, any act of governments or any government authority or a subdivision thereof, government requisitions, strikes, or labor troubles causing termination, slowdown, or stoppages of work, or information systems failure. When the aforementioned circumstances have a direct impact on the performance of the obligations hereunder, the affected Party shall notify the other Party accordingly in writing, and the time limits for the performance of such an obligation will be extended for the time period of existence of such a circumstance. Without the aforesaid written notice, no force majeure circumstance may justify a failure to perform any obligation hereunder.

6. Jurisdiction and Governing Law

6.1 In case of any dispute related hereto, the Parties will try to resolve the same by way of good faith negotiations. Should such negotiations fail to be successful within 60 calendar days, the Parties will apply to the arbitration court of the International Chamber of Commerce TBD. Such arbitration will be held in the TBD language. A decision of the aforementioned court regarding such dispute will be final and binding for the Parties.

6.2 The provisions hereof shall be interpreted in compliance with the appropriate laws of the Contractor's host country.

7. Validity

7.1 This Agreement and the final purchasing documentation are the sole valid binding agreement of the Parties with respect to the subject matter hereof and cancel all other terms and conditions binding for the Parties which occur in relation to the subject matter hereof. The Agreement will come into effect when it is signed by authorized representatives of both Parties; 7.2 and will remain in effect until December 31, 2023. Appendices and orders are inseparable parts hereof and shall be signed by both Parties.

7.3. The Parties shall be empowered to terminate this Agreement at any time by sending a written notification 30 calendar days prior to such termination. Any termination hereof does not release the Parties from any obligations hereunder. Any obligation not fulfilled as of the moment of termination hereof shall be fulfilled within 30 business days upon such termination or within another period as agreed by the Parties in writing.

7.4 The Parties will notify each other about any changes in their bank details, principal places of business, and other circumstances they deem important by sending official letters. No amendments to the Agreement will be required in such cases.

7.5 In case of any differences of opinion related to the wording hereof, the Parties shall be guided by the wording certified by the stamp of the Customer's or the Contractor's legal department or contained in the bound and attested Agreement.

8. Anti-Corruption Clause

8.1 In the course of performance of obligations hereunder, the Parties and their employees may not pay, offer to pay, or approve payment of any monies or valuables, directly or indirectly, to any persons in order to influence their actions or decisions for the purpose of obtaining any illegal advantages or for any illegal purposes. In the course of performance of their obligations hereunder, the Parties and their employees may not take actions qualified by the laws applicable for the purposes hereof as giving/receipt of bribe, corrupt payment, illegal gratification, abuse of authority, as well as acts violating the requirements of the applicable laws and the international acts on measures to combat legalization (laundering) of illegally obtained proceeds.

8.2 Should a Party suspect that a violation of any provisions of clause 8.1 above has occurred or may occur, the respective Party undertakes to notify the other Party accordingly in writing. The Party's written notice shall contain reference to facts or such Party shall provide materials reliably confirming or giving the grounds to suppose that a violation of any provisions of clause 1 by the other Party or the other Party's employees has occurred or may occur, which is expressed in acts qualified by the applicable laws as giving or receipt of bribe, corrupt payment, illegal gratification, abuse of authority, as well as acts violating the requirements of the applicable laws and the international acts on measures to combat legalization (laundering) of illegally obtained proceeds. Upon receipt of such written notice, the Party to which the notice was sent shall send a message confirming that the violation has not occurred or will not occur. Such a confirmation shall be sent within 30 calendar days from the date of receipt of the aforementioned written notice.

8.3. Should a Party violate its obligations to refrain from actions mentioned in clause 1, the other Party shall be empowered to terminate the Agreement at its own discretion without recourse to court actions by sending a written termination notice. The Agreement shall be deemed to be terminated after 30 calendar days from the date of receipt of the respective written notice of termination hereof. The Party which has initiated termination hereof in compliance with the provisions of this clause shall be empowered to request compensation of actual damage which occurred as a result of such termination. The compensation period is 30 calendar days from the date of receipt of the respective request from the Party which has initiated termination hereof.

9.LEGAL ADDRESSES OF THE PARTIES

THE SELLER:

BANK DETAILS:

THE BUYER:

«Rossiya Airlines» JSC
18/4, Pilotov street,
Saint-Petersburg, 196210
Russia
BANK DETAILS

Signatures of the Parties:

Annex A

Each set consist 63 triple seat blocks. Total is 126 triple economy class passenger seats WEBER 5600.

Description is below:

№	p/n	Description	Qty	Status
1	859090-401	SEAT AY, T/C LH IAT OFST TPL, NARR, 4" RECL, 56.65"	1	Serviceable
2	859090-402	SEAT AY, T/C RH IAT OFST TPL, NARR, 4" RECL, 56.65"	1	Serviceable
3	859090-403	SEAT AY, T/C LH STD/HDCP OFST TPL, NARR, 4" RECL, 57.7"	1	Serviceable
4	859090-404	SEAT AY, T/C RH STD/HDCP OFST TPL, NARR, 4" RECL, 57.7"	1	Serviceable
5	859090-405	SEAT AY, T/C LH STD/HDCP OFST TPL, NARR, 4" RECL, 58.7"	1	Serviceable
6	859090-406	SEAT AY, T/C RH STD/HDCP OFST TPL, NARR, 4" RECL, 58.7"	2	Serviceable
7	859090-407	SEAT AY, T/C LH STD/HDCP TPL, 4" RECL, 59.7"	21	Serviceable
8	859090-408	SEAT AY, T/C RH STD/HDCP TPL, 4" RECL, 59.7"	21	Serviceable
9	859090-409	SEAT AY, T/C LH STD/HDCP FWD EXIT TPL, 4" RECL, 59.7"	1	Serviceable
10	859090-410	SEAT AY, T/C RH STD/HDCP FWD EXIT TPL, 4" RECL, 59.7"	1	Serviceable
11	859090-415	SEAT AY, T/C LH STD/HDCP TPL, NARR, 4" RECL, 58.7"	1	Serviceable
12	859090-416	SEAT AY, T/C RH STD/HDCP TPL, NARR, 4" RECL, 58.7"	1	Serviceable
13	859090-417	SEAT AY, T/C LH STD/HDCP TPL, NARR, 4" RECL, 57.7"	1	Serviceable
14	859090-418	SEAT AY, T/C RH STD/HDCP TPL, NARR, 4" RECL, 57.7"	1	Serviceable
15	859090-419	SEAT AY, T/C LH STD/HDCP TPL, NARR, 4" RECL, 56.7"	1	Serviceable
16	859090-420	SEAT AY, T/C RH STD/HDCP TPL, NARR, 4" RECL, 56.7"	1	Serviceable
17	859090-421	SEAT AY, T/C LH STD/HDCP TPL, 4" RECL, 59.7"	1	Serviceable
18	859090-422	SEAT AY, T/C RH STD/HDCP TPL, 4" RECL, 59.7"	1	Serviceable
19	859090-423	SEAT AY, T/C LH IAT OFST TPL, NARR, EXIT, NO OUTBD ARMREST, NO RECL, 58.1"	1	Serviceable
20	859090-424	SEAT AY, T/C RH IAT OFST TPL, NARR, EXIT, NO OUTBD ARMREST, NO RECL, 58.1"	1	Serviceable
21	859090-425	SEAT AY, T/C LH IAT OFST TPL, NARR, EXIT, NO OUTBD ARMREST, 4" RECL, 58.1"	1	Serviceable
22	859090-426	SEAT AY, T/C RH IAT OFST TPL, NARR, EXIT, NO OUTBD ARMREST, 4" RECL, 58.1"	1	Serviceable

Signatures of the Parties:

INFORMATION FORM																	
No	Name of the counter Part					Contract (Bank requisites, Subject Matter, Total Amount, Validity)					Owners/beneficiaries data (till the owners/beneficiaries of the last level)						
	taxpayer identification number	state registration number	name of the company	CEO name	CEO ID/ passport details	No. of Contract and entering into force	Subject Matter of Contract	Total Amount	Validity	Bank requisites and legal address	taxpayer identification number	state registration number (for organizations)	name of the owner /beneficiary	registration address	ID (passport details) for individuals	CEO/owner/ shareholder/ beneficiary	List of the documents confirming the info. about owners, shareholders and beneficiaries
1																	
2																	
3																	

authorized representatives of _____

Date: « ____ » _____

Exhibit A INFORMATION FORM

“ROSSIYA AIRLINES” Joint Stock Company

General Director

_____Dmitrii Saprykin

Date: _____

Date: _____

