

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

« \_\_\_\_ » \_\_\_\_\_ 201\_\_ г.

## PROCUREMENT DOCUMENTATION

**Procurement Method:** Public Request for Proposal in Electronic Format

The purchase of GFCI Tester - Hydraulic Pump P/N G29015-2

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 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  1  lot(s).

<b>Lot No.</b>	<b>1</b>				
<b>Designation of subject of the contract (lot):</b>	<b>GFCI Tester - Hydraulic Pump P/N G29015-2</b>				
<b>Initial (maximum) contractual (lot) price excl. VAT</b>	<b>Currency of contract (lot)</b>	<b>Number (Volume)</b>	<b>Units of measure</b>	<b>Classification as per OKPD2</b>	<b>Classification as per OKVED2</b>
<b>12 982</b>	<b>EUR</b>	<b>2</b>	<b>Un.</b>	<b>30.30.50.110</b>	<b>30.30</b>
<b>Place of delivery/performance of work/service provision (address):</b>	<b>«Rossiya Airlines» JSC, b. 18/4, Pilotov street, Saint-Petersburg, 196210, Russia</b>				

Procedure for the request for proposal 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 proposal 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 proposal 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 proposal. In case of a decision to withdraw the request for proposal the Customer shall, within the day following the day when such decision was made, post information of such request for proposal 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 proposal.

The Customer does not issue documentation regarding the request for proposal 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 proposal 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 proposal or documentation for the request for proposal.

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

If changes to the notice or documentation about the request for proposal are made later than one business day prior to deadline for submission of bids for the request for proposal, time period of submission of bids for request for proposal 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 or documentation on procurement in the unified information system and the deadline of submission of bids for the request for proposal.

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for proposal 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 «20».06. 2017.
Time and date of bids submission deadline	10.00 Moscow time «04».07. 2017.
Place of bidders' bids submission	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>
Place and date of bids review and summarizing procurement results	18/4 Pilotov str., Saint-Petersburg, 196210 «11».07. 2017.

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

Kharevich Irina Aleksandrovna

Phone.: +7(812)6-333-999 (ext. 2463), fax +7(812)6-333-949

e-mail: tender@rossiya-airlines.com

### 2.3. Contact person for Terms of Reference issues:

Danilenko Maxim Arcadevich

Tel.: +7 (3532) 67-65-97 (ext. 5262), Mob.: +7 (9096) 160-997

e-mail: m.a.danilenko@rossiya-airlines.com

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

2.5. Obligations of the procurement bidder related to submission of a bid for participation in the request for proposal 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 proposal notice, and the bid for the request for proposal unless otherwise is provided for in this documentation.

2.5.2. Not to amend and/or withdraw his bid for the request for proposal 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 week term 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 B 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 proposal notice in the unified information system and till the deadline for submission of bids for request for quotation specified in the request for proposal notice.

2.7. Bidder is entitled to amend or withdraw submitted bid for the request for proposal no later than the deadline for submission of the bids for the request for proposal. 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 proposal.

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

2.10. In case the documentation provides for two and more lots, request for proposal 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 proposal as specified in the documentation for the request for proposal the Customer receives only one

bid for the request for proposal, although the request for proposal 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 proposal and the procurement bidder submitted such bid meet the requirements and provisions stipulated in the documentation for the request for proposal 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.

Payment due dates and procedure: Payment of 100% of the cost of equipment by the Customer within 30 calendar days from the moment of fulfilment of the obligations assumed by the Contractor under the contract and issuing the Contractor's account.

**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. Commercial proposal 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 proposal 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 EUR excluding and including all taxes and fees.

5.4. Validity period of the bid for participation in procurement shall be at least 90 days form 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. Commercial proposal shall be compiled in accordance with the Terms of Reference (see Appendix 3) and shall include the following:

- all the possible expenses of the supplier (contractor, executor). If the price Applications will not be considered any condition of the goods, works and services, that will be carried out by a contractor costs at their own expense. In that case VAT cannot be assessed; the participant must provide supporting documents this fact.

5.7. Commercial proposal shall be submitted for each lot separately.

5.8. Commercial proposal 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 proposal: anticipated of submission of an alternative p/n.

5.8.2. Possibility of subcontracting: not anticipated

5.9. Lot separability: not anticipated

5.10. Application software: not anticipated

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

6.1. Commercial proposal 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:

<b>Indicators</b>	<b>Evaluation procedure</b>
<b>Compliance with the requirements for procurement parties</b>	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.
<b>Completeness of submitted documents</b>	Check of documents submitted within the bid against the required list (Appendix 1) and accuracy of submitted information and documents.

<b>Bid compliance with the requirements of procurement documentation</b>	Check of the bid content including: Content of price quotation; Other information in accordance with the requirements given in the procurement documentation.
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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 copies documents and other information as required by the procurement documentation are not submitted;
- b) Failure or delay in the provision of maintenance of the application, if such security is provided the requirements of this document;
- c) Of non-compliance of the procurement bidder with the requirements to procurement parties stipulated in the procurement documentation;
- d) The bid includes deliberate misrepresentations, fraud in information or documents within the bid;
- e) Clarifications for the bid for the request for proposal are not provided when requested by the bidding commission;
- f) The procurement bidder is listed in blacklist of suppliers;
- g) 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);
- h) The proposed goods, work or services do not comply with the requirements given in the procurement documentation;
- i) 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 proposal 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 proposal. 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 proposal 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 proposal shall be deemed void.

6.6. Applications that have passed the qualifying stage, pass the evaluation stage according to the following criteria and in the following order:

Each proposal is assigned a number of points for each criterion. Designation criteria, the procedure for calculating the number of points and the maximum number of points for each criterion are presented in the table below:

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
Delivery time	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..	20
The maximum number of points		100

When exported from the airport of departure 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.

6.7. Placing final score to a bid:

6.7.1. Final score for each bid for the request for proposal shall be calculated by addition of scores for each criterion of the bid evaluation given in it.6.6.

6.7.2. Each bid for the request for proposal shall get a sequence number as advantage degree of contract execution terms and conditions identified in the bid decreases based on the results of calculation of final score for each bid.

6.7.3. The first number will be assigned to the bid for the request for proposal gained the highest final score.

6.8. The bidder offered the best combination of contract execution terms and conditions and gained the first number for his bid for the request for proposal will be announced the winner.

If more than one bids for the request for proposal include equivalent combinations of contract execution terms and conditions, the bid that has been received before other bids for the request for proposal with similar terms and conditions shall be assigned higher sequence number.

If during evaluation and benchmarking 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 proposal submitted by the procurement parties and summarizing procurement results in the notice for the request for proposal, 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.

6.9. For the purpose of evaluation and benchmarking of the bids for the request for proposal, the bidding commission will involve experts and specialists from the customer divisions and, 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.

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

6.11. If the winner of the request for proposal 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 (proposal), 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 proposal is not entitled to withdraw from conclusion a contract.

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

6.13. If the Customer refuse to conclude a contract both with the winner of the request for proposal 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 proposal to be void**

In case the request for proposal is recognized to be void and/or no contract is concluded with the procurement bidder submitted only one bid for request for proposal or recognized to be the only one bidder for the request for proposal the Customer may repeat the request for proposal 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  
Appendix 2  
Appendix 3  
Appendix 4

Bidder's Questionnaire  
Application for Participation in the Procedure  
Terms of Reference  
Draft Contract

**Appendix 1**  
**to the Procurement Documentation**

<b>QUESTIONNAIRE OF BIDDER<sup>1</sup></b> <b>for procurement procedure:</b>	
<i>(state designation of procedure)</i>	
<b>Procedure No.</b> _____ <i>(state number of procedure)</i>	<b>Lot No.</b> _____ <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>	
<b>1. Legal Details</b>	
<b>Country of registration</b>	_____
<b>Legal address</b>	_____
<b>Actual address</b>	_____
<b>Phone</b>	_____
<b>Fax</b>	_____
<b>E-mail</b>	_____
<b>2. Bank Details</b>	
Entity's Taxpayer Identification Number / Taxpayer	
Record Validity Code (KPP):	
Principal State	_____
Registration Number (OGRN):	_____
Number of current account	_____
Bank name	_____
Correspondent account	_____
BIC	_____
<b>3. Registration details</b>	
Registration date, place and authority	_____
Shareholders	_____
Business profile	_____
Affiliation with small and/or medium-sized business <sup>2</sup>	_____
Russian National Classifier of Businesses and Organizations (OKPO)	
Russian Classification of Economic Activities (OKVED)	
<b>4. Attachments to the Bidder Questionnaire:</b>	
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 proposal in the unified information system (for foreign companies – abstract from a trade register).	

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

<sup>2</sup> 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.

<p>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).</p>	
<p>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)</p>	
<p>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.</p>	
<p>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).</p>	
<p>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.</p>	
<p>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.</p>	
<p>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).</p>	
<p>10. Brief background of the company's activities.</p>	
<p>11. Copies of audit reports (if any).</p>	
<p>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.</p>	
<p>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.</p>	

14. <sup>3</sup>	
<b>5. Contact person</b>	
<i>(specify name, surname, phone, fax, e-mail)</i>	
<p><b>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:</b></p>	
<i>(state designation of procedure)</i>	
<p><i>(position of the chief executive officer)</i></p> <p>Date of compilation</p>	<p style="text-align: center;"><i>(signature)</i></p> <p style="text-align: center;"><b>Stamp</b></p> <p style="text-align: center;">« _____ »</p> <p style="text-align: center;"><i>(DD) (MM) (YYYY)</i></p>
	<i>(state name)</i>

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<sup>3</sup> Procurement bidder may submit any additional information about his company.

**Appendix 2  
to the Procurement Documentation**

<b>Application for Bidding <sup>4</sup> in the public request for proposal:</b>							
(specify name of the procurement procedure, number of procedure, and lot number, if required)							
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 proposal.							
Commercial proposal:							
	P/N	Alt. P/N	Description	Qty	Total price USD	Delivery time (days)	Airport of departure
1	G29015-2		GFCI Tester - Hydraulic Pump	2			
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 (for 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 proposal 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 proposal information specifying data stated in the bid, provided this that does not contradict							

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

the requirement for generation of the request for proposal conditions equal for all bidders.	
4. In case we win the request for proposal 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 week term 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 proposal, the Customer award 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 proposal 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 proposal based on the results of procurement procedure and the winner of the request for proposal is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for proposal documentation and our quote.	
7. In case we are recognised to be the only one request for proposal bidder we undertake to sign the contract in accordance with the requirements given in the request for proposal 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 proposal 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 proposal we agree that information	
about	
<i>(specify full name of legal entity / name, surname of individual)</i>	
should be included into the supplier blacklist.	
9. We undertake not to amend and/or withdraw our bid for the request for proposal after the deadline for submission of bids for the request for proposal.	
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 <sup>5</sup> .	
11. Documents being an integral part of our bid for the request for proposal are attached to the present bid for the request for proposal,	
as per the list on	page
<b>Chief executive officer</b>	
	(signature)
	(state name)
<i>Stamp</i>	
Date of compilation	«        »
	(DD)        (MM)        (YYYY)

<sup>5</sup>Item is included in the purchase application only participants - individuals.

**Appendix 3**  
**to the Procurement Documentation**

**Terms of Reference**

**for Purchasing Equipment for A-Check Scheduled Maintenance for B737-800 in Saint-Petersburg**

**1. Payment Method.**

Non-cash, bank transfer.

**2. Terms of Payment.**

Payment of 100% of the cost of equipment by the Customer within 30 calendar days from the moment of fulfilment of the obligations assumed by the Contractor under the contract and issuing the Contractor's account.

**3. Delivery Address and Conditions.**

3.1 Place of destination: «Rossiya Airlines» JSC, b. 18/4, Pilotov street, Saint-Petersburg, 196210, Russia.

3.2 Delivery date:

Lot №1: within 120 days after conclusion of the Contract.

Delivery date must be specified in the supply Contract, but may be changed by agreement of the parties.

3.3 Delivery conditions: FCA airport of departure (Incoterms 2010). Equipment shall be packed and prepared for transportation, and shall be accomplished with all necessary export documents.

3.4 The Equipment shall have the following documents:

- Certificate of the manufacturer.
- Certificate of Conformity for parts where applicable.
- Packing list including information about shipment contents.
- Commercial and Consignment Invoices for the purpose of customs clearance that shall include the following (when applicable): the goods description, unit price and total cost, reference to the Contract, delivery and payment conditions, route and information about carrier.

-

3.5 Notice shall be forwarded 1 week prior to the Equipment readiness for shipment, to the following address:

[logistics-VKO@rossiya-airlines.com](mailto:logistics-VKO@rossiya-airlines.com), [LD-VKO@rossiya-airlines.com](mailto:LD-VKO@rossiya-airlines.com)

**4. Equipment list:**

according to Annex A to the Technical specification.

**5. Technical Specification.**

5.1 Equipment shall be ready for operation and have all required scope of maintenance completed in accordance with requirements of the manufacturer.

5.2 Equipment shall have information about documented source of origin according to requirements of the appropriate aviation authorities or Manufacturer.

5.3 Equipment should be as NEW condition (FN)

5.4 Warranty should be for at least 6 months.

**6. Commercial Specification.**

The supplier shall provide the sale price for each equipment in U.S. dollars (transfer to another currency will be at the fixed rate of the Bank of Russia on the opening day of the access).

The quote shall be exclusive, without any outsourcing. The winner may propose a Draft Contract complying with compulsory conditions of the draft contract and the present Terms of Reference.

**7. State standards of the Russian Federation are not applicable**, due to the fact that equipment must have a Certificate of Manufacture and Calibration Certificate where required.

Appendix A

Lot №1

	P/N	Alt. P/N	Description	Qty	Total price (USD)	Delivery time (days)	Airport of departure
1	G29015-2		GFCI Tester - Hydraulic Pump	2			

**Appendix 4**  
**to the Procurement Documentation**

**The Draft Contract for the purchase of aviation equipment**

Between TBD with headquarters at TBD, hereinafter referred to as Contractor; and Rossiya Airlines JSC, with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the Customer, collectively referred to as the Parties and individually as the Party have entered into the present Contract as follows:

**1. Subject of the Contract**

Is the supply items (hereinafter "Products") described in the Specification (the Order) to this Agreement.

**2. Delivery, Packing and Performance Time.**

2.1 The conditions, terms and directions of supplies of Goods specified in the attached Contract Specifications (Order), which may be amended by written agreement of the Parties.

2.2 The contractor will provide the Goods within the time specified in the attached attached Specifikacije (the Order) to this Agreement or any other agreed upon timeframe. Late in this period in the absence of force majeure, as defined here in Chapter 5 will be deemed a material breach of this agreement and, therefore, may be grounds for fines specified in section 3.7.

2.3 Contractor shall pack Equipment, at no cost to Customer, in such a way as to avoid any damage during transportation to Customer.

2.4 Unless otherwise mutually agreed in writing by the Parties, title (together with associated risks) for the Equipment being the subject of the present Contract shall be transferred from the Contractor to the Customer upon its receipt by the latter or his appointed carrier.

2.5 Equipment shall be delivered together with the following documentation:

- EASA FORM ONE or FAA 8130 dual release.
- Packing list including information about shipment contents.
- Commercial and Consignment Invoices for the purpose of customs clearance that shall include the following: the goods description, unit price and total cost, reference to the Contract, delivery and payment conditions, route and information about carrier.

**3. Payment method, time and procedure**

3.1 Method of payment shall be non-cash payment, bank transfer.

Contractor's details \_\_\_\_\_

Customer's details \_\_\_\_\_

Currency of the present Contract shall be -

3.2 Payment dates and procedure:

After receipt of Goods by Customer Contractor shall issue an invoice subject to 100% payment within 30 calendar days after its receipt. Contractor shall send invoice for payment to the following address: amd9@rossiya-airlines.com.

3.3 Similar procedure shall be applied for other payments under the present Contract unless otherwise mutually agreed in writing by the Parties.

3.4 Taxes on any prices covered by the present Contract shall be imposed or not imposed in accordance with applicable tax legislation. Parties shall pay due taxes in their appropriate jurisdictions; Parties shall not be responsible for payment of any other taxes.

3.5 Parties shall pay bank fees, if any, charged by their appropriate banks. For avoidance of any doubt Parties shall not pay any bank fees charged by a bank of the other Party.

3.6 The customer in coordination with the Contractor during the execution of the contract may not change by more than 20 % of the number stipulated in the contract goods, the amount provided for works and services with changing needs in goods, works, services, supply, implementation, provision of which a contract in the amount specified in the documentation about purchase, and also when identifying the need for additional works and services not covered by the contract, but associated with such works, services stipulated by the contract. The cost of the BOM (Order) in this case is proportional.

3.7 In the case that will have a delay in delivery of the Goods, the Contractor must pay the Customer a penalty of 0.1% of the value not delivered within the period of the Goods for each day of delay until the date of delivery of the Goods.

#### **4.Warranty**

4.1 The contractor guarantees that the Goods or services delivered/ rendered to the Customer will not have defects in material, execution, or used for other purposes. The contractor will charge to transfer to the Customer any warranty received from third parties in respect of the Goods.

4.2 Period of the warranty specified in it. 4.1 hereof shall be at least 12 months, unless otherwise stipulated in the attached contract specifications.

4.3. If the Customer reveals an implicit breach of the warranty as per 4.1 hereof, and the Contractor accepts it pursuant to 4.5 hereof the Contractor shall remedy this breach of warranty by either replacing or repairing a defective piece of Equipment free of charge to the Customer, or re-render unduly rendered Service free of charge to the Customer so that the new piece of Equipment or newly rendered Service is free from any defects in material, workmanship or suitability for use as intended.

4.4 Contractor's warranty liability under the present Contract shall be limited to repair or replacement (the choice between which shall be subject to the Customer's approval) of the defective piece of Equipment, along with expenses for its transportation and allied insurance, or newly rendered Service.

4.5 Customer, within 7 calendar days, shall notify Contractor about detection of the implicit breach of warranty as per 4.1 hereof by giving the Contractor a written Notification about this event including all related circumstances; then the Contractor, within 14 calendar

days, shall make fair decision on whether this event is a breach of warranty under the present Contract. If Contractor fails to reply within 14 calendar days after receipt of such notification about the implicit breach of warranty such breach shall be considered as acknowledged by the Contractor. In certain cases Parties may agree in written other time period for this decision making by the Contractor. The Contractor may give the Customer a sample piece that he uses himself in such cases; then such sample piece shall be used in similar case. Effective dates of notices in Customer's notifications about the implicit breach of warranty and the Contractor's decision thereon (as described in 4.5 hereof) shall be the following, whatever occurs earlier:

- (i) Date of sent and receipt (by duly authorized representative of the other Party) of such notice via e-mail; or
- (ii) Date of acceptance if they have been sent via a first-class express mail with advice of delivery or equivalent service but in any case with possible advice of delivery.

4.6 Period of the warranty as per 4.1 hereof in case of its proven breach shall be extended for the time ensued from the date when the Customer informs the Contractor about such implicit breach till the date when the Contractor remedies this breach, inclusive.

4.7. A customer may receive Goods and services from the Contractor in the framework of the warranty obligations specified in section 4.4., in respect of the Goods. Their delivery should be accompanied by the necessary certificates and technical documentation according to section 2.5 of this agreement.

## **5. Force Majeure**

Neither party shall be liable for full or partial non-fulfillment of any of their obligations if this non-fulfillment is caused by any circumstances like Acts of God, war (whether declared or not), civil commotion, transport accidents, and embargo on imports and exports occurring after conclusion of the present Contract. If such circumstances directly affect fulfilment of the obligations hereunder, the affected Party shall notify immediately the other Party accordingly in writing, and time period for fulfilment of such obligation shall be extended for the period of occurrence of the circumstance.

Force-majeure circumstances may be deemed to be justification for non-fulfilment of an obligation hereunder only in case of such written notification. Fires, blackouts, information system malfunctions, and strikes shall be deemed to be force majeure only if they are not caused by faulty actions or omissions of the Parties.

## **6. Validity**

6.1 The present Contract is the only valid binding agreement between the Parties for the subject hereof and supersedes all other conditions binding upon Parties arising in relation with the subject hereof.

6.2 The Contract shall come into force when signed by authorized representatives of both Parties and shall be valid until 31.12.2018. The Parties may terminate this Contract at any time by a 60-day prior written notice.

6.3 If the Parties have any outstanding obligations under this Contract at the time of its termination, such obligations shall be fulfilled within 30 calendar days or any other time period upon written consent of the Parties.

6.4 Parties shall inform each other about any changes in their bank details, headquarters and other circumstances they deem to be important by means of official letters. In such cases no addendums to the present Contract are required.

## **7. Jurisdiction and Governing Laws**

7.1. In case of any dispute related to the present Contract the Parties shall make their efforts to find a solution through fair negotiations. If such negotiations fail within 60 calendar days the Parties shall apply to an arbitration court in \_\_\_\_\_. Language of arbitration of such dispute shall be English. Decision of this court regarding such dispute shall be final and binding upon the Parties.

7.2. Provisions of the present Contract shall be interpreted according to applicable laws of the country of residence of Contractor.

7.3. On or prior to the date of signing the present Contract Contractor must provide Customer information about regarding whole chain of his owners including beneficiaries including ultimate ones and regarding structure of executive boards as per the form given in Appendix 1 hereto supported by appropriate documents.

In case of any changes to the chain of owners including ultimate beneficiaries or to structure of executive board Contractor must immediately inform Customer about this and enclose support documents.

7.4. In case of any disagreements in relation to the wording of Contract Parties shall be governed by the wording certified by Customer's legal department or the wording in the stitched and certified copy of Contract.

## **8. Anti-Corruption Clause**

8.1. 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.

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.

8.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in 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 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 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 calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

### **Signatures of the Parties**

**For and on behalf of Rossiya Airlines JSC:**

**For and on behalf of TBD:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**INFORMATION ABOUT COUNTERAGENT**

Item No.	Counteragent designation (INN, Activities Type)						Contract (details, subject, price, validity period, and other material terms and conditions)					Item No.	Information about counteragent owners chain including beneficiaries (including ultimate ones)						
	Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Counteragent designation	Russian Classification of Economic Activities (OKVED) Code	Full name of CEO	Authority and number of CEO ID document	Number and date	Subject of the Contract	Price (RUR, mln)	Validity period	Other material terms and conditions		Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Designation / Full name	Registration address	Series and number of ID document (for individual)	CEO/ member/ beneficiary/ details about the Contractor	Information about support documents (title, details, etc.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1												1							
												1.1.							
												1.2							
												2							

Note: 1.1, 1.2 – owners of the counter-agent under the contract (first level owners); 1.1.2, 1.2.1, etc. – owners of entities 1.1, 1.2 (second level owners) and further according to the similar chart up to the ultimate beneficiary

\_\_\_\_\_ (Full name) ..... /date/  
Stamp

### SPECIFICATION (Order)

The present Specification (Order) shall enter into force from the moment of its signing by both Parties and shall be an integral part of Contract No. \_\_\_\_\_ dated \_\_\_\_\_.

Lot #1

	P/N	Alt. P/N	Description	Qty	Total price (USD)	Delivery time (days)	Airport of departure
1	G29015-2		GFCI Tester - Hydraulic Pump	2			

Delivery time: within 120 days after conclusion of the Contract

Delivery Conditions: FCA airport of departure (Incoterms 2010)

Place of destination: «Rossiya Airlines» JSC, b. 18/4, Pilotov street, Saint-Petersburg, 196210, Russia.

Information about the shipment date shall be forwarded at least 1 week in advance via e-mail [logistics-VKO@rossiya-airlines.com](mailto:logistics-VKO@rossiya-airlines.com), [LD-VKO@rossiya-airlines.com](mailto:LD-VKO@rossiya-airlines.com).

### Signatures of the Parties

**For and on behalf of Rossiya Airlines JSC:**

**For and on behalf of TBD:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_