

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

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## PROCUREMENT DOCUMENTATION

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

Supply of materials for JSC «Rossiya Airlines»

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, edition 3)

**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 4 lots.

| Lot # 1  |                            | AERFILM LHR p/n S4446   |                  |                             |                              |
|--|----------------------------|---|------------------|-----------------------------|------------------------------|
| Designation of subject of the contract (lot):                      |                            |   |                  |                             |                              |
| Initial (maximum) contractual (lot) price excl. VAT                | Currency of contract (lot) | Number (Volume)   | Units of measure | Classification as per OKPD2 | Classification as per OKVED2 |
| 14385  | USD                        | 50  | sq. m            | 30.30.50.110                | 30.30.5                      |
| Place of delivery/performance of work/service provision (address): |                            | JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210 |                  |                             |                              |

| <b>Lot # 2</b>  |                            | AERFILM LHR p/n S04927-007-P2 |                  |                             |                              |
|---|----------------------------|-------------------------------|------------------|-----------------------------|------------------------------|
| Designation of subject of the contract (lot):   |                            |                               |                  |                             |                              |
| Initial (maximum) contractual (lot) price excl. VAT   | Currency of contract (lot) | Number (Volume)               | Units of measure | Classification as per OKPD2 | Classification as per OKVED2 |
| <b>10500</b>  | <b>USD</b>                 | <b>50</b>                     | <b>sq. m</b>     | <b>30.30.50.110</b>         | <b>30.30.5</b>               |
| Place of delivery/performance of work/service provision (address): <b>JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210</b> |                            |                               |                  |                             |                              |

| <b>Lot # 3</b>  |                            | AERFILM LHR p/n S010383 |                  |                             |                              |
|---|----------------------------|-------------------------|------------------|-----------------------------|------------------------------|
| Designation of subject of the contract (lot):   |                            |                         |                  |                             |                              |
| Initial (maximum) contractual (lot) price excl. VAT   | Currency of contract (lot) | Number (Volume)         | Units of measure | Classification as per OKPD2 | Classification as per OKVED2 |
| <b>16354</b>  | <b>USD</b>                 | <b>50</b>               | <b>sq. m</b>     | <b>30.30.50.110</b>         | <b>30.30.5</b>               |
| Place of delivery/performance of work/service provision (address): <b>JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210</b> |                            |                         |                  |                             |                              |

| <b>Lot # 4</b>  |                            | AERFILM LHR p/n S05434-009-P2 |                  |                             |                              |
|---|----------------------------|-------------------------------|------------------|-----------------------------|------------------------------|
| Designation of subject of the contract (lot):   |                            |                               |                  |                             |                              |
| Initial (maximum) contractual (lot) price excl. VAT   | Currency of contract (lot) | Number (Volume)               | Units of measure | Classification as per OKPD2 | Classification as per OKVED2 |
| <b>11708</b>  | <b>USD</b>                 | <b>50</b>                     | <b>sq. m</b>     | <b>30.30.50.110</b>         | <b>30.30.5</b>               |
| Place of delivery/performance of work/service provision (address): <b>JSC «Rossiya Airlines», Saint-Petersburg, 18/4 Pilotov street, 196210</b> |                            |                               |                  |                             |                              |

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

The Customer may withdraw the request for price quotations at any time, not bearing any liability against the procurement parties including but not limited to reimbursement of any expenses related to preparation and submission of a bid for the request for price quotations.

In case of a decision to withdraw the request for price quotations the Customer shall, within the day following the day when such decision was made, post information of such request for price quotations withdrawal in the unified information system.

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

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

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

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

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

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

## 2. Procedure and place of submission of procurement bids.

### 2.1. Time period of the procurement procedure:

|  |   |
|--|---|
| Time and date of bids submission beginning                         | 18.00 Moscow time «21» September 2017.  |
| Time and date of bids submission deadline:                         | 10.00 Moscow time «03» October 2017.  |
| Place of bidders' bids submission                                  | Electronic Trading Platform<br>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<br>«10» October 2017.                                   |

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

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| Harevich Irina Aleksandrovna<br>Tel: (812) 6-333-999 ext. 24-63<br>e-mail: tender@rossiya-airlines.com |
|--|

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

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

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

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

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

2.4.4. 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).

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

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

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

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

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

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

2.11. 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 100% of cost of Materials within 30 calendar days upon Equipment shipment to Buyer.

**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 quotation shall be in Russian or English language. If any information or documents are submitted in other language they shall be accompanied with translation into Russian or English language.

5.3. All rates in the bid shall be indicated in USD excluding and including all taxes and fees.

5.4. Validity period of the bid for participation in procurement shall be at least 90 days 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 documents supporting 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 quotation:  
not anticipated

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5.8.2. Possibility of subcontracting  
not anticipated

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5.9. Lot separability: not anticipated

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

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

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

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

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

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

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

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

Bid of procurement bidder will be rejected in case:

a) Any original documents or copies and other information as required by the procurement documentation are not submitted;

b) Of non-compliance of the procurement bidder with the requirements to procurement parties stipulated in the procurement documentation;

c) The bid includes deliberate misrepresentations, fraud in information or documents within the bid;

d) Clarifications for the bid for the request for price quotations are not provided when requested by the bidding commission;

e) The procurement bidder is listed in blacklist of suppliers;

f) The procurement bidder has any overdue receivables and/or pending obligations against the customer and his subsidiaries and affiliates (including entities affiliated with the procurement bidder);

g) The proposed goods, work or services do not comply with the requirements given in the procurement documentation;

h) Of any other negative information resulted revealed during the check.

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

6.5.1. Request the procurements parties to provide clarifications of the bid provisions and submit any missing documents (if necessary). In this case no any requests or requirements to submit missing documents aimed to amend merits of the bid including

amendment of commercial terms (prices and other commercial conditions) or technical conditions of the bid (list of proposed products, their technical characteristics, and other technical conditions) are allowed.

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

6.5.3. Check of the procurement bidder including his legal capacity, authenticity of the bid, accuracy of submitted information and documents, bidder non-listing in the blacklist of suppliers, any overdue receivables and/or pending obligations against the customer under the previously concluded contracts (including those with entities affiliated with the procurement bidder).

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

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

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

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

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

The following procedure will be used to compare the bids of the request for quotations of the participants to select a supplier:

The price of the contract is calculated as follows:

$$C = P + T1 + T2 + T3 + T4 + D,$$

Where:

C – price of the contract.

P - price of the supplier in accordance with EXW terms of delivery.

T1 - the cost of charges for customs clearance.

T2 - customs duty.

T3 - the cost of services of customs representative;

T4 - the cost of registration of the declaration of conformity (if required for customs clearance of goods).

D - Shipping costs.

The determination of the winner is made by comparing of the price calculated from the transfer of all prices in a single currency: USD at the Bank of Russia exchange rate on the

date of bids submission deadline. As a common basis of comparison of quotations the following price offers of participants will be used:

- for Russian residents - without VAT;
- for Non-residents of the Russian Federation, taking into account all fees and taxes in accordance with the legislation of their countries.

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

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

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

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

6.10. If the winner of the request for price quotations avoids concluding the contract, the Bidding Commission shall be entitled to decide to award the contract to the bidder whose bid has been assigned the second number based on the outcome of evaluation and comparison of bids (quotations), under the terms and conditions given in the contract attached to the documentation and under the conditions of contract execution proposed by this bidder. Such decision shall be issued as an appropriate minutes of the meeting of the Bidding Commission. Bidder for the request for price quotations is not entitled to withdraw from conclusion a contract.

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

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

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

In case the request for price quotations is recognized to be void and/or no contract is concluded with the procurement bidder submitted only one bid for request for price quotations or recognized to be the only one bidder for the request for price quotations the

Customer may repeat the request for price quotations or apply an alternative method of procurement.

## **8. Final provisions**

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

## **9. Appendices**

Appendix 1  
Appendix 2  
Appendix 3  
Appendix 4

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



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|--|--|
| <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>  |  |

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|---|--|
| 14. <sup>3</sup>  |  |
| <b>5. Contact person</b>  |  |
| <i>(specify name, surname, phone, fax, e-mail)</i>  |  |
| <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> |  |
| <i>(state designation of procedure)</i>   |  |
| <i>(position of the chief executive officer)</i>  | <i>(signature)</i>   |
| <i>(state name)</i>   |  |
| Date of compilation   | <b>Stamp</b><br>« <u>      </u> » <u>      </u> <u>      </u><br><i>(DD)</i> <i>(MM)</i> <i>(YYYY)</i> |

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

**Appendix 2  
to the Procurement Documentation**

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| <b>Application for Bidding<sup>4</sup><br/>in the public request for price quotations:</b>   |
| <i>(specify name of the procurement procedure, number of procedure, and lot number, if required)</i>   |
| 1. Having studied conditions and requirements given in the procurement documentation and Policy of Procurement of Goods, Work, and Services of the Customer and accepting requirements and conditions of the request for price quotation procedure and conditions of goods delivery ( work performance, service rendering) stipulated in them  |
| <i>(specify full name of legal entity / name, surname of individual)</i>   |
| registered at the following address:   |
| <i>(specify place of business of legal entity / place of residence of individual)</i>  |
| proposes to conclude a contract for  |
| <i>(specify subject of the contract)</i>   |
| in accordance with the commercial proposal and other documents being an integral part of the present bid for the request for price quotations.   |
| Commercial proposal:   |
| Contract Price _____   |
| 2. We hereby inform (declare) that   |
| <i>(specify full name of legal entity / name, surname of individual)</i>   |
| Is not affected by any adjudication order or initiated bankruptcy proceedings (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 price quotations submitted by us and confirm the Customer's right to request from us, any authorised bodies, and legal entities and individuals mentioned in our bid for the request for price quotations information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for price quotations conditions equal for all bidders. |
| 4. In case we win the request for price quotations we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents, within 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.  |

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

|   |             |              |
|---|-------------|--------------|
| 5. In case, based on the results of the request for price quotations, 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 price quotations and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer. |             |              |
| 6. In case we are recognized to be the second winner of the request or price quotations based on the results of procurement procedure and the winner of the request for price quotations is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for price quotations documentation and our quote.                      |             |              |
| 7. In case we are recognised to be the only one request for price quotations bidder we undertake to sign the contract in accordance with the requirements given in the request for price quotations documentation and at the price indicated in our quote.  |             |              |
| 8. In case we are recognised to be the winner of the request for price for quotations or it is decided to conclude a contract with us in the stipulated cases, and our avoidance of entering into the contract, that are subject of the request for price quotations we agree that information about  |             |              |
| <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 price quotations after the deadline for submission of bids for the request for price quotations.   |             |              |
| 10. By submitting the present bid we confirm our consent to personal data proceeding in accordance with Federal Law No.152-FZ Concerning Personal Data dated July 27, 2006 <sup>5</sup> .   |             |              |
| 11. Documents being an integral part of our bid for the request for price quotations are attached to the present bid for the request for price quotations,  |             |              |
| as per the list on  |             | page         |
| <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**

**Technical assignment**  
**for supply of materials for JSC «Rossiya Airlines»**

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| <p><b>1. Форма, сроки и порядок оплаты</b></p> <p>1.1 Формой оплаты является безналичный расчет.</p> <p>1.2 Сроки и порядок оплаты:<br/>Оплата 100% стоимости материалов в течение 30 календарных дней с момента отгрузки товара Заказчику.</p> <p><b>2. Адрес, условия и срок поставки товара</b></p> <p>2.1 Адрес поставки:<br/>196210, Санкт-Петербург ул. Пилотов 18/4 АО «Авиакомпания «Россия»</p> <p>2.2 Условия поставки:<br/>- EXW расположение Исполнителя (по Incoterms 2010) от Исполнителя Заказчику. Информация о дне отгрузки должна быть выслана не позднее, чем 7 дней по электронной почте e-mail: <a href="mailto:J.Lokonova@rossiya-airlines.com">J.Lokonova@rossiya-airlines.com</a>, <a href="mailto:I.Maleykov@rossiya-airlines.com">I.Maleykov@rossiya-airlines.com</a><br/>Тел.+78126333924</p> <p>2.3 Поставка должна сопровождаться следующими документами:<br/>- Сертификат EASA FORM ONE или FAA 8130.<br/>- Сертификат соответствия от поставщика.<br/>- Упаковочный лист с информацией о содержимом отправки.<br/>- Коммерческий и Транспортный счет для целей таможенного оформления, должны содержать (где применимо): описание товара, стоимость за единицу и общую стоимость, ссылку на Договор, условия поставки и оплаты, маршрут следования и данные перевозчика.</p> <p><b>3. Перечень материалов, количество и график отгрузки согласно Приложению 1.</b></p> <p><b>4. Коммерческая спецификация.</b><br/>Исполнитель должен предоставить стоимость в Долларах США.</p> <p><b>5. Оценка.</b><br/>Оценка Предложений будет основана на условиях лучшей стоимости.</p> | <p><b>1. Terms, Conditions and Procedure of Payment.</b></p> <p>1.1. Form of payment is bank transfer.</p> <p>1.2. Payment terms:<br/>Payment 100% of cost of Materials within 30 calendar days upon Equipment shipment to Buyer.</p> <p><b>2. Address, Conditions and Terms of Delivery.</b></p> <p>2.1. Address of delivery:<br/>«Rossiya Airlines» JSC, b. 18/4, Pilotov street, Saint-Petersburg, 196210, Russia</p> <p>2.2. Terms of delivery:<br/>- EXW Seller's facility (Incoterms 2010) from the Seller to the Buyer.<br/>Information about the day of shipment must be sent no later than 7 days by email <a href="mailto:J.Lokonova@rossiya-airlines.com">J.Lokonova@rossiya-airlines.com</a> and <a href="mailto:I.Maleykov@rossiya-airlines.com">I.Maleykov@rossiya-airlines.com</a><br/>Tel. +7 812 633 39 24.</p> <p>2.3 Equipment shall be delivered with the following documents:<br/>- EASA FORM ONE or FAA 8130 certificate.<br/>- Certificate of compliance from supplier.<br/>- Packing List with information about shipment content details.<br/>- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.</p> <p><b>3. List of materials, quantity and shipping schedule according to Appendix 1.</b></p> <p><b>4. Commercial Specifications.</b><br/>Supplier shall provide quote in USD.</p> <p><b>5. Assessment.</b><br/>Proposal assessment will be based on the best quote.</p> |
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### **6. Условия заключения договора**

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

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

### **7. Гарантия.**

Срок гарантии длится 12 месяцев со дня принятия Оборудования Заказчиком.

Исполнитель гарантирует, что Оборудование, доставленное Заказчику, не будет иметь дефектов. В случае их обнаружения Заказчиком и признания факта наличия дефекта Исполнителем Исполнитель должен заменить безвозмездно для Заказчика единицу Оборудования, имеющую недостаток.

### **8. Применение ГОСТа.**

ГОСТ не применяется, т.к. Оборудование производится в соответствии со стандартами иностранных производителей.

### **6. Terms for Conclusion of an Agreement**

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

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

### **7. Warranty.**

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

The Seller guarantees that the Equipment delivered to the Buyer shall not have any defects. If the Buyer discovers a defect on the Equipment and the Seller accepts it, the Seller shall rectify such breach by replacing of a defected item of Equipment FOC to the Buyer.

### **8. Appliance of Russian government standard for manufacturing.**

Russian government standard is not applicable due to Equipment is produced in accordance with the standards of foreign manufacturers.

## Appendix 1.

|   | <b>Наименование<br/>Component</b>    | <b>P/n</b>        | <b>Количество<br/>Quantity</b> | <b>Срок<br/>поставки<br/>Delivery time</b> | <b>Статус<br/>Status</b> |
|---|--------------------------------------|-------------------|--------------------------------|--|--------------------------|
| 1 | Декоративная пленка<br>/ AERFILM LHR | S4446             | 50                             | 31.12.2017                                 | новый/new                |
| 2 | Декоративная пленка<br>/ AERFILM LHR | S04927-007-<br>P2 | 50                             | 31.12.2017                                 | новый/new                |
| 3 | Декоративная пленка<br>/ AERFILM LHR | S010383           | 50                             | 31.12.2017                                 | новый/new                |
| 4 | Декоративная пленка<br>/ AERFILM LHR | S05434-009-<br>P2 | 50                             | 31.12.2017                                 | новый/new                |

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

**Draft Contract**  
**For supply of materials for JSC «Rossiya Airlines»**

|   |   |
|---|---|
| <p>registered in, hereinafter referred to as the <b>Seller</b>; and „<b>Rossiya Airlines</b>“ <b>JSC</b>, registered in: Russian Federation, Saint-Petersburg, 196210, Pilotov street, 18/4, hereinafter referred to as the <b>Buyer</b> both hereinafter referred to as the <b>Parties</b>, and as singular a <b>Party</b>: have concluded this Agreement upon the following :</p> <p><b>1. Subject of the contract</b></p> <p><u>1.1</u> Is supply of materials described in Appendix A (hereinafter referred to as the Equipment):</p> <p><u>1.2</u> The Buyer may procure from the Seller equipment and services (hereinafter the “<b>Services</b>”): within the warranty obligations specified in the clause 4.4. for the Goods and Services specified in the clause 1.1 . Such Equipment and Services shall likewise constitute subject hereof. Deliveries of Equipment shall be contained needed certificates and documentation as agreed by the Parties.</p> <p><u>1.3</u> The amount of this contract is _____.</p> <p><b>2. Delivery, Packing &amp; Lead time</b></p> <p><u>2.1</u> Deliveries hereunder shall be carried out with EXW Seller’s facility (Incoterms 2010) from the Seller to the Buyer.</p> <p><u>2.2</u> The Contractor shall deliver Services, Equipment before 31 th of December 2017 or in other time mutually agreed between the Parties. Any delays in such periods, provided no force majeure as per paragraph 5 herein occurs, shall be deemed to be a material breach hereof and may therefore be subject to penalties.</p> <p>Information about the day of shipment must be sent no later than 7 days by e-mail <a href="mailto:J.Lokonova@rossiya-airlines.com">J.Lokonova@rossiya-airlines.com</a>,</p> | <p>с основным местоположением , здесь и далее называемое <b>Исполнитель</b>; и <b>АО «Авиакомпания «Россия»</b>, с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое <b>Заказчик</b>; вместе называемые <b>Стороны</b>, а отдельно <b>Сторона</b>, заключили настоящий Договор о следующем ниже:</p> <p><b>1. Предмет договора</b></p> <p><u>1.1</u> составляет поставку материалов, описанных в приложении А (здесь далее «Оборудование»):</p> <p><u>1.2</u> Заказчик вправе получать оборудование и услуги по ремонту (здесь далее «Услуги») от Исполнителя в рамках гарантийных обязательств, указанных в п. 4.4., по товарам и услугам, указанным в п. 1.1.. Такие Оборудование и Услуги также будут составлять предмет настоящего договора. Поставка Оборудования должна сопровождаться необходимыми сертификатами и технической документацией по согласованию сторон.</p> <p><u>1.3.</u> Сумма настоящего договора _____.</p> <p><b>2. Доставка, упаковка и Срок исполнения</b></p> <p><u>2.1</u> Доставки по настоящему договору будут проводиться по EXW расположение Исполнителя (по Incoterms 2010) от Исполнителя Заказчику.</p> <p><u>2.2</u> Исполнитель предоставит Услуги, Оборудование до 31.12.2017 или в другие согласованные Сторонами сроки. Опоздание в этом сроке при отсутствии обстоятельства непреодолимой силы, как определено здесь в главе 5, будет считаться существенным нарушением настоящего договора и поэтому может быть основанием для штрафов.</p> <p>Информация о дне отгрузки должна быть отослана не позднее чем за 7 дней по электронной почте ведущим инженерам отдела логистики ДАТО АО «Авиакомпания «Россия»</p> |
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| <p><a href="mailto:I.Maleykov@rossiya-airlines.com">I.Maleykov@rossiya-airlines.com</a> leading engineers of Logistic Department of JSC «Rossiya Airlines» Julia Lokonova and Ivan Maleykov.</p> <p>Tel.: +7 (812) 633 39 24</p> <p><b>2.3</b> The Seller shall FOC for the Buyer pack the Equipment to be delivered hereunder so as to avoid any damage during whole shipment to the Buyer.</p> <p><b>2.4</b> If not otherwise agreed by the Parties in writing, title (together with all related risks) on Equipment, which is a subject hereof, passes from the Seller to the Buyer in the moment of the acceptance thereof by the Buyer or its nominated carrier.</p> <p><b>2.5.</b> Equipment will be delivered with the following documentation:</p> <ul style="list-style-type: none"> <li>- EASA FORM ONE or FAA 8130 certificate.</li> <li>- Certificate of compliance from supplier.</li> <li>- Packing List with information about shipment content details.</li> <li>- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.</li> </ul> <p><b>3. Terms, conditions and Procedure of Payment</b></p> <p><b>3.1</b> The currency hereof is ____</p> <p><b>3.2.</b> Form of payment is bank transfer.</p> <p>The Parties' bank details are:</p> <p><u>The Buyer's</u><br/><u>The Seller's</u></p> <p><b>3.3.</b> Terms and order of payment:<br/>Payment 100% of cost of Materials within 30 calendar days upon Equipment shipment to Buyer.</p> <p><b>3.4</b> Same procedure shall apply for other payments of the Parties hereunder, if not otherwise agreed by the Parties in writing.</p> <p><b>3.5</b> Taxes with respect to any prices covered herewith are levied or nor levied i.a.w. current valid tax legislation. Parties shall pay due tax as are levied in their respective jurisdictions and have no liability to pay any other taxes..</p> | <p>Локоновой Юлии Викторовне и Малейкову Ивану Львовичу.</p> <p>Тел.: +7 (812) 633 39 24</p> <p>E-mail: <a href="mailto:J.Lokonova@rossiya-airlines.com">J.Lokonova@rossiya-airlines.com</a>,<br/><a href="mailto:I.Maleykov@rossiya-airlines.com">I.Maleykov@rossiya-airlines.com</a></p> <p><b>2.3</b> Исполнитель безвозмездно для Заказчика упаковывает Оборудование таким образом, чтобы избежать любого повреждения во время всей перевозки до Заказчика.</p> <p><b>2.4</b> Если иное письменно не согласовано Сторонами, право собственности (вместе с сопутствующими рисками) на Оборудование, составляющее предмет настоящего договора, переходит от Исполнителя к Заказчику при его получении последним или им назначенным перевозчиком.</p> <p><b>2.5.</b> Оборудование будет поставляться со следующей документацией:</p> <ul style="list-style-type: none"> <li>- Сертификатами EASA FORM ONE или FAA 8130.</li> <li>- Сертификатом соответствия от поставщика.</li> <li>- Упаковочный лист с информацией о содержимом отправки.</li> <li>- Коммерческий и Транспортировочный Счет для целей таможенного оформления, должны содержать (где применимо): описание товара, стоимость за ед. и общ стоимость, ссылку на Договор, условия поставки и оплаты, маршрут следования и данные перевозчика.</li> </ul> <p><b>3. Оплата</b></p> <p><b>3.1</b> Валюта настоящего договора – ____</p> <p><b>3.2.</b> Форма оплаты безналичный расчет.</p> <p>Банковские реквизиты Сторон:</p> <p><u>Заказчика:</u><br/><u>Исполнителя:</u></p> <p><b>3.3.</b> Сроки и порядок оплаты:<br/>Оплата 100% стоимости материалов в течение 30 календарных дней с момента отгрузки товара Заказчику.</p> <p><b>3.4</b> Подобный порядок будет применяться и для других платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано.</p> <p><b>3.5</b> Налоги на любые цены, охватываемые настоящим договором, налагаются или не налагаются в соответствии с действующим налоговым законодательством. Стороны будут платить подлежащие выплате налоги в своих соответствующих подсудностях; Стороны не имеют обязательства платить какие-либо иные налоги.</p> |
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| <p><u>3.6</u> The Parties will pay bank charges, if any, imposed by their respective banks. In avoidance of doubt no Party shall settle a bank charge of the other Party.</p> <p><u>3.7.</u> The quantity of supplied goods and services within the Contract may be changed within 20 % from originally agreed.</p> <p><b>4. Warranty</b></p> <p><u>4.1</u> The Seller guarantees that the Equipment delivered or Services rendered to the Buyer hereunder shall not have any defects in material, workmanship or aptness to be used to its purpose by the moment of their acceptance by the Buyer.</p> <p><u>4.2</u> The term of the warranty of the 4.1 hereof lasts for 12 month since the acceptance of the Equipment or Services by the Buyer, hereinafter the “<b>Warranty term</b>”.</p> <p><u>4.3</u> If the Buyer discovers a breach of the warranty of the 4.1 hereof, and the Seller accepts it pursuant to the 4.5 hereof; the Seller shall rectify such breach by either replacing of a defected item of Equipment FOC to the Buyer, or rendering badly rendered Services anew FOC to the Buyer; so that the new item of the Equipment or newly rendered Services shall be free from any defects in material, workmanship or possibility to be used to its purpose.</p> <p><u>4.4</u> The warranty liability of the Seller hereunder is limited to that repair or replacement of a defected item of Equipment [the choice between which being subject to the Buyer’s approval], together with delivery costs of it and related insurance; or newly rendered Service</p> <p><u>4.5</u> The Buyer within 7 (seven) days will notify the Seller about finding of the supposed breach mentioned in herein 4.1 warranties by sending a written notice about this to the Seller with all specified circumstances: then the Seller within 14 (fourteen) days will fairly decide whether the event is a violation of the warranty on hereunder. If the Seller does not answer within 14 (fourteen) days on the receiving notice of the supposed breach of the</p> | <p><u>3.6</u> Стороны будут оплачивать банковские расходы, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какое-либо банковское затраты, наложенные банком другой Стороны.</p> <p><u>3.7.</u> Количество поставляемого Покупателю в рамках настоящего договора Товара и услуг, может быть изменено до 20% от первоначально согласованного.</p> <p><b>4. Гарантия</b></p> <p><u>4.1</u> Исполнитель гарантирует, что Оборудование, доставленное или Услуги, оказанные Заказчику, не будут во время принятия их Заказчиком, иметь недостатков в материале, исполнении или возможности использоваться по назначению.</p> <p><u>4.2</u> Срок указанной здесь в 4.1 гарантии длится 12 месяцев со дня принятия Оборудования Заказчиком или оказания ему Услуг, здесь далее «Гарантийный срок».</p> <p><u>4.3.</u> Если Заказчик обнаружит предположительное нарушение указанной здесь в 4.1 гарантии; и Исполнитель это нарушение признает, как указано здесь в 4.5; Исполнитель устранит это нарушение гарантии, заменив безвозмездно для Заказчика, единицу Оборудования, имеющую недостаток; или снова окажет, безвозмездно для Заказчика, неудачно оказанную Услугу – с тем, чтобы новая единица Оборудования, или снова оказанная Услуга была свободна от недостатков в материале, исполнении или возможности использоваться по назначению.</p> <p><u>4.4</u> Гарантийная ответственность Исполнителя по этому договору ограничена заменой или ремонтом (выбор между которыми должен быть согласован с Заказчиком) единицы Оборудования, имеющей недостаток, и затратами по его перевозке и сопутствующим страхованием; или повторным оказанием Услуги.</p> <p><u>4.5</u> Заказчик в течение 7 календарных дней уведомит Исполнителя об обнаружении предположительного нарушения указанной здесь в 4.1 гарантии, отправив письменное уведомление об этом событии Исполнителю с указанием всех связанных с ним обстоятельств: тогда Исполнитель в течение 14 календарных дней справедливо решит, является ли это событие нарушением гарантии по настоящему договору. Если Исполнитель не ответит в течение 14 календарных дней после получения</p> |
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| <p>warranty, the violation will be deemed acknowledged by the Seller. The Parties may agree on prolongation of this term for the Seller's decision on a breach in writing. The Seller shall provide the Buyer with a sample which the Seller uses in such cases; and then in such cases it will be used. Effective dates of the Buyer's notifications about breach of the warranty and the date of the Seller's answers to them (both as described in the 4.5 hereof), shall be accepted as, whichever occurs first, either:</p> <p>(i) the day of sending and acceptance of such notification (by duly authorized representatives of the Parties) via e-mail; or</p> <p>(ii) The day of acceptance of such notification by the Seller, if they have been sent via a first-class postal or its equivalent service with function of notification about acceptance.</p> <p><u>4.6</u> The term of the Warranty term hereunder, in case of a proven breach of it, shall be extended to the time ensued from the day, when the Buyer informs the Seller of such breach, inclusively through the day, when the Seller rectifies this breach.</p> <p><u>4.7.</u> In case of any delay in delivery of the Equipment the Seller has to pay to Buyer penalty at the rate 0,1% of the value of the short-delivered Goods for each day of delay till the date of Equipment delivery.</p> <p><b>5. Force majeure</b></p> <p><u>5.1</u> Neither party shall bear responsibility for full or partial nonfulfillment of any obligations, if it fails to fulfill one of obligations hereunder resulting from such circumstances as natural calamities, war (declared or not), civil commotion, transport accidents, export and import prohibition, which have arisen after the conclusion hereof. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts. Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein. Fires, blackouts, IT-systems failures and strikes shall be force majeure events unless they are caused by culpable acts or omissions of the Parties.</p> | <p>уведомления о предположительном нарушении гарантии, такое нарушение будет считаться признанным Исполнителем. Стороны могут письменно согласовать для отдельных случаев иной срок для этого решения Исполнителя. Исполнитель может передать Заказчику образец, которым он сам пользуется в таких случаях; и тогда в подобном случае будет использоваться он. Датами вступления в силу сообщений в уведомления Заказчика о предположительном нарушении гарантии и решения Исполнителя о нём (по описанию 4.5 настоящего договора) будут считаться, смотря, что произойдёт первым:</p> <p>(i) день отправки и получения (уполномоченным на то представителем другой Стороны) такого сообщения по электронной почте; или</p> <p>(ii) день принятия, если они были отправлены курьерской почтой первого класса с уведомлением о получении или равносильным средством, но в любом случае с возможностью уведомления о получении.</p> <p><u>4.6</u> Срок указанной здесь в 4.1 гарантии, в случае доказанного её нарушения, будет продлён на время, проистекшее от дня, когда Заказчик уведомил Исполнителя о предположительном нарушении, до дня, когда Исполнитель устранил это нарушение, включительно.</p> <p>4.7. В случае, если будет иметь место опоздание в поставке Оборудования, Исполнитель обязан уплатить Продавцу штраф в размере 0,1% от стоимости не поставленного в срок Оборудования за каждый день просрочки до даты поставки Оборудования.</p> <p><b>5. Обстоятельства непреодолимой силы</b></p> <p><u>5.1</u> Ни одна из сторон не будет нести ответственности за полное или частичное невыполнение любого из их обязательств в том случае, если это невыполнение обусловлено такими обстоятельствами стихийные бедствия, война (объявленная или нет), общественные беспорядки, аварии на транспорте, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство. Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства. Пожары, отключения электричества, неисправности информационных систем и забастовки будут считаться обстоятельствами непреодолимой</p> |
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| <p><b>6. Jurisdiction &amp; Governing law</b></p> <p><u>6.1</u> In case of any dispute concerning this contract the Parties will try finding the solution in negotiations. If such negotiations do not have the success within 60 calendar days, the Parties may refer to arbitration court in_____. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.</p> <p><u>6.2</u> Provisions of this Contract shall be construed with respective laws of the country of the Seller.</p> <p><b>7. Validity</b></p> <p><u>7.1</u> This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof.</p> <p><u>7.2</u> The Contract comes into force on the days signature of duly authorized representatives of both Parties and remains in force through 1 March 2018. The Parties may at any time terminate this Contract by a 60 days prior written notice</p> <p><u>7.3</u> Any obligation not fulfilled at the time of any termination hereof shall be fulfilled within 30 working days following such termination or within other term upon written consent of the Parties.</p> <p><u>7.4</u> The Parties shall inform one the other about any changes in bank details, headquarters and other tidings they deem to be important by means of an official letter. No amendment hereof shall be needed for such cases.</p> <p><u>7.5</u> In case of any dispute arising out of the text of the contract, the stamped by Buyer's legal department's stamp or securely bound and certified contract counterpart shall prevail.</p> <p><u>7.6</u> On the date of execution of this Contract, the Seller shall provide the Buyer with information in the form set out in schedule 1 in respect to the Seller's owners (beneficiaries), including the ultimate beneficiaries, together with relevant supporting documentation (if any). During the Term, in case of any changes in the chain of the Seller's owners, including ultimate beneficiaries, the Seller shall promptly inform the Buyer of such</p> | <p>силы только, если они не вызваны виновными действиями или бездействиями Сторон.</p> <p><b>6. Подсудность и Управляющее законодательство</b></p> <p><u>6.1</u> В случае любого спора в отношении этого договора, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к арбитражному суду в_____.</p> <p>Язык рассмотрения такого спора будет Английский. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.</p> <p><u>6.2</u> Положения этого договора истолковываются по соответствующим законам страны Исполнителя.</p> <p><b>7. Действие</b></p> <p><u>7.1</u> Настоящий договор является единственным действительным обязывающим соглашением Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом.</p> <p><u>7.2</u> Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и останется в силе до 1 марта 2018. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 календарных дней.</p> <p><u>7.3</u> Если у Сторон останутся обязательства по настоящему договору на момент его расторжения, такие обязательства должны быть исполнены в течение 30 календарных дней или иного срока по письменному согласию Сторон.</p> <p><u>7.4</u> Стороны будут уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными, посредством официальных писем. Дополнений настоящего договора в таких случаях требовать не будет.</p> <p><u>7.5.</u> В случае возникновения каких-либо разногласий по тексту договора, стороны руководствуются текстом, заверенным штампом правового департамента Заказчика или содержащимся в прошитом и заверенном Договоре.</p> <p><u>7.6</u> В день заключения настоящего Договора Исполнитель обязуется предоставить Заказчику информацию, используя форму, представленную в Приложении 1, о собственниках Исполнителя (бенефициарах), включая конечных бенефициаров, а также соответствующую подтверждающую документацию (если таковая имеется). В течение срока действия Договора, в случае</p> |
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| <p>changes, and provide the Customer with relevant supporting documentation (if any).</p> <p><b>8. Anti-corruption clause</b></p> <p><u>8.1</u> While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end. While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.</p> <p><u>8.2</u> If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in 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.</p> | <p>изменений в цепочке собственников Исполнителя, включая конечных бенефициаров, Исполнитель обязуется своевременно уведомить Заказчика о таких изменениях и предоставить Заказчику соответствующую подтверждающую документацию (если таковая имеется).</p> <p><b>8. Антикоррупционная оговорка</b></p> <p><u>8.1</u> При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели. При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p> <p><u>8.2</u> В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 8.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 8.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 календарных дней с даты получения письменного</p> |
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| <p><u>8.3</u> In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 8.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.</p> <p>Signed for and behalf of _____</p> <p>NAME _____</p> <p>TITLE _____</p> <p>SIGNATURE _____</p> <p>Signed for and behalf of JSC «Rossiya Airlines»</p> <p>NAME _____</p> <p>TITLE _____</p> <p>SIGNATURE _____</p> | <p>уведомления.</p> <p><u>8.3</u> В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 8.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати ) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 (тридцать) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.</p> <p>Подписи:<br/>От имени _____</p> <p>ИМЯ _____</p> <p>ДОЖНОСТЬ _____</p> <p>ПОДПИСЬ _____</p> <p>От имени АО «Авиакомпания «Россия»</p> <p>ИМЯ _____</p> <p>ДОЖНОСТЬ _____</p> <p>ПОДПИСЬ _____</p> |
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Приложение А  
Appendix A

|  | Наименование<br>Component | P/n | Количество<br>Quantity   | Срок доставки<br>Delivery time | Статус<br>Status |
|--|---------------------------|-----|--|--------------------------------|------------------|
| 1  |                           |     |  |                                |                  |
| 2  |                           |     |  |                                |                  |
| 3  |                           |     |  |                                |                  |
| 4  |                           |     |  |                                |                  |
| <b>Signed for and behalf of</b><br>_____<br><br><b>NAME</b> _____<br><b>TITLE</b> _____<br><b>SIGNATURE</b> _____<br><br><b>Signed for and behalf of JSC «Rossiya Airlines»</b><br><br><b>NAME</b> _____<br><b>TITLE</b> _____<br><b>SIGNATURE</b> _____ |                           |     | <b>Подписи:</b><br><b>От имени</b><br>_____<br><b>ИМЯ</b><br>_____<br><b>ДОЖНОСТЬ</b><br>_____<br><b>ПОДПИСЬ</b><br>_____<br><br><b>От имени АО «Авиакомпания «Россия»</b><br><b>ИМЯ</b> _____<br><b>ДОЖНОСТЬ</b><br>_____<br><b>ПОДПИСЬ</b> _____ |                                |                  |

**SCHEDULE 1/ ПРИЛОЖЕНИЕ1**

**ИНФОРМАЦИЯ ПО ВСЕЙ ЦЕПОЧКЕ СОБСТВЕННИКОВ ИСПОЛНИТЕЛЯ**

| № | Наименование контрагента<br>(ИНН, вид деятельности) |      |                             |              |  |  | Договор (реквизиты, предмет,<br>цена, срок действия и иные<br>существенные условия) |                  |                        |                  |                                 | № | Информация о цепочке собственников контрагента, включая<br>бенефициаров (в том числе конечных) |      |                      |                      |   |   |
|---|---|------|-----------------------------|--------------|--|--|---|------------------|------------------------|------------------|---------------------------------|---|--|------|----------------------|----------------------|---|---|
|   | ИНН   | ОГРН | Наименование<br>контрагента | Код<br>ОКВЭД | Фамилия,<br>имя,<br>отчество<br>руководителя | Вид и номер<br>документа,<br>удостоверяющего<br>личность<br>руководителя | Номер и<br>дата   | Предмет договора | Цена<br>(млн.<br>руб.) | Срок<br>действия | Иные<br>существенные<br>условия |   | ИНН  | ОГРН | Наименование/<br>ФИО | Адрес<br>регистрации | Серия и номер<br>документа,<br>удостоверяющего<br>личность (или<br>физического<br>лица) | Руководитель/<br>участник/<br>акционер/<br>бенефициар/<br>данные об<br>исполнительном<br>оргane |
| 1 |   |      |                             |              |  |  |   |                  |                        |                  |                                 |   |  |      |                      |                      |   |   |

Руководитель организации \_\_\_\_\_ (Ф.И.О.)

**PERFORMER'S OWNERS/BENEFICIARIES INFORMATION FORM**

| No | Name of the counterpart              |                                 |                        |          |                                | Contract (Bank requisites, Subject<br>Matter, Total Amount, Validity) |                               |                 |          |                                      | No | Owners/beneficiaries data<br>(till the owners/beneficiaries of the last level) |   |                                  |                         |   |   |
|----|--------------------------------------|---------------------------------|------------------------|----------|--------------------------------|---|-------------------------------|-----------------|----------|--------------------------------------|----|--|---|----------------------------------|-------------------------|---|---|
|    | taxpayer<br>identification<br>number | state<br>registration<br>number | name of the<br>company | CEO name | CEO ID/<br>passport<br>details | No. of<br>Contract<br>and<br>entering<br>into<br>force                | Subject Matter of<br>Contract | Total<br>Amount | Validity | Bank requisites and<br>legal address |    | taxpa<br>yer<br>identif<br>icatio<br>n<br>numb<br>er                           | state<br>registration<br>number (for<br>organisation) | name of the<br>owner/beneficiary | registration<br>address | ID (passport<br>details) for<br>individuals | CEO/owner/<br>shareholder/<br>beneficiary |
| 1  |                                      |                                 |                        |          |                                |   |                               |                 |          |                                      |    |  |   |                                  |                         |   |   |

Authorized representative of \_\_\_\_\_