

APPROVED BY
Chairman of the Bidding Commission
Rossiya Airlines JSC

M.N. Fedosov

« ____ » _____ 201__ г.

PROCUREMENT DOCUMENTATION

Procurement Method: Public Request for Price Quotations in Electronic Format

The purchase equipment for A/C modification to comply with requirements of FANS 1/A and Eurocontrol Link 2000+ for B-777

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).

Lot No.	1				
Designation of subject of the contract (lot):	The equipment for A/C modification, P/N 2100-1025-22, P/N S151004000 P/N S055003000				
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
50 000	USD	3	Un.	30.30.50.110	30.30.
Place of delivery/performance of work/service provision (address):	Place of destination will be determined based on results of the procurement procedure for C and D-checks at this A/C				

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 «23».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: http://etpgpb.ru/
Place and date of bids review and	18/4 Pilotov str., Saint-Petersburg, 196210

summarizing procurement results:	«11».07. 2017.
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2.2. Contact person for issues related to Bid preparation and submission:

<p>Kharevich Irina Aleksandrovna Phone.: +7(812)6-333-999 (ext. 2463), факс +7(812)6-333-949 e-mail: tender@rossiya-airlines.com</p>

2.3. Contact person for Terms of Reference issues:

<p>Yuskin Aleksandr Aleksandrovich Phone.: +7 (495) 139-76-00 (ext. 5331) e-mail: A.Yuskin@rossiya-airlines.com</p>

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

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

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

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

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

2.5.4. To submit, within 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 price quotations notice in the unified information system and till the deadline for submission of bids for request for quotation specified in the request for price quotations notice.

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

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

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

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

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

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

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

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

Payment method shall be bank transfer.

Payment due dates and procedure: Customer shall pay 100% of the cost within 30 calendar days from the date of fulfilment of obligations undertaken by Contractor, under completed Contract and invoice issuance.

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 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 quotation: not anticipated

5.8.2. Possibility of subcontracting: not anticipated

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: Content of price quotation; Other information in accordance with the requirements given in the procurement documentation.

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

Bid of procurement bidder will be rejected in case:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Final provisions

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

9. Appendices

Appendix 1
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

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

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

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

<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. ³	
5. Contact person	
_____ <i>(specify name, surname, phone, fax, e-mail)</i>	
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:	
_____ <i>(state designation of procedure)</i>	
<p style="text-align: center;"><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;"><i>(state name)</i></p> <p style="text-align: center;">Stamp</p> <p style="text-align: center;">« _____ » <i>(DD) (MM) (YYYY)</i></p>

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

**Appendix 2
to the Procurement Documentation**

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

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

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 ⁵ .	
11. Documents being an integral part of our bid for the request for price quotations are attached to the present bid for the request for price quotations,	
as per the list on	page
Chief executive officer	
(signature)	(state name)
<i>Stamp</i>	
Date of compilation « »	
(DD)	(MM) (YYYY)

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

Appendix 3
to the Procurement Documentation

Terms of Reference

For purchasing equipment for A/C modification to comply with requirements of FANS 1/A and Eurocontrol Link 2000+ for B-777

1. Payment Method, Time and Procedure.

1.1. Method of payment shall be non-cash payment.

1.2. Payment dates and procedure:

Customer shall pay 100% of the cost within 30 calendar days from the date of fulfilment of obligations undertaken by Contractor, under completed Contract and invoice issuance.

2. Dates and Place of Work Performance.

2.1. MRO company performing modification (Place of destination will be determined based on results of the procurement procedure for C and D-checks at this A/C)

2.2. 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.

2.3. Delivery date:

Aircraft	On or prior to:
MSN 28515 EI-UNL	01/10/2017

Notice shall be forwarded 1 week prior to the Equipment readiness for shipment, to the following address: logistics-VKO@rossiya-airlines.com, LD-VKO@rossiya-airlines.com.

2.4. Delivery shall be accompanied with the following documents:

- Certificates
- 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. Equipment list: according to Appendix A to the present ToR.

4. Technical Specification

4.1. Cockpit Voice Recorder:

- Certified by A/C manufacturer (Boeing) for installation at Boeing 777-300;
- Block status: Factory New or Overhaul;
- Voice data recording duration at least 2 hours;
- CPDLC Data Link message recording capability;

- Recorder is equipped with 90 DAY ULB

CVR Control Panel

- Certified by A/C manufacturer (Boeing) for installation at Boeing 777-300;
- Block status: Factory New or Overhaul;
- Panel frame colour: brown (BRN)

Microphone Remote Panel:

- Certified by A/C manufacturer (Boeing) for installation at Boeing 777-300;
- Block status: Factory New or Overhaul;
- Panel frame colour: brown (BRN)

4.2. Warranty: at least 12 months

5. Commercial Specification

Supplier shall provide price for each block in US dollars. The quote shall be exclusive, without any outsourcing. Procurement bidder may propose a counter draft contract provided all mandatory conditions expressly stipulated in the procurement documentation are met.

6. GOST application

No national standards for this type of components are available as this equipment shall have certificate EASA FORM ONE or FAA 8130 Dual Release.

**Appendix A
to Terms of Reference**

Designation	p/n	QTY	Equipment Condition (NEW / OH/REP)	Unit Price	Total Cost
Cockpit Voice Recorder	2100-1025-22	1	Factory New or Overhaul		
CVR Control Panel	S151004000	1	Factory New or Overhaul		
Microphone Remote Panel	S055003000	1	Factory New or Overhaul		

Appendix 4
to the Procurement Documentation

Draft Contract for purchasing equipment for A/C modification to comply with requirements of FANS 1/A and Eurocontrol Link 2000+ for B-777

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 of items (hereinafter Goods) defined in the attached Specification (Order) to this Contract.

2. Delivery, Packing and Performance Time.

2.1. Delivery conditions, dates and directions of each certain equipment are specified in specifications attached to the present Contract, which may be amended as agreed in written by the Parties.

2.2 Contractor shall provide Goods within the time periods determined the attached specifications to the present Contract or in other time periods as agreed by the Parties. Delay in this time period without force-majeure circumstances as specified in Chapter 5 hereof shall be considered as a material breach of the present Contract and therefore may be a basis for penalties as specified in it.3.6.

2.3 Contractor shall pack Goods, 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 Goods 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 Unless otherwise duly agreed by the Parties, Goods shall be delivered with the following documentation:

- Manufacturer's Certificates of Conformity, EASA Form1 or FAA FORM 8130-3;
- Packing list including required information about the goods;
- Commercial and Consignment Invoices for the purpose of customs clearance that shall include the following (when applicable): 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:

Customer shall pay 100% of the cost within 30 calendar days from the date of fulfilment of obligations undertaken by Contractor, under completed Contract and invoice issuance.

Contractor shall send invoices 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 During execution of the Contract, the Customer as agreed upon with the Contractor may change amount of all goods provided for in the Contract, scope of envisaged services by 20% maximum in case of change in requirements for goods, work and services to be supplied, performed and rendered under a contract concluded to the extent specified in the procurement documentation, and in case of requirement for additional scope of work and/or services not provided for in the Contract but related to such work and/or services provided for in the Contract. In this case value of the relevant specification shall be changed proportionally.

4.Warranty

4.1 Contractor guarantees that Goods or services delivered/rendered to the Customer shall not have any defects in material, workmanship or suitability for use as intended. Contract shall transfer to Customer any warranty received from the third parties in relation to the Equipment free of charge.

4.2 Period of the warranty specified in it. 4.1 hereof shall be at least 12 months.

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 Goods free of charge to the Customer, or re-render unduly rendered Service free of charge to the Customer so that the new Goods 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 Goods, 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 Customer may receive Goods and services from Contractor within the warranties specified in it.4.4 related to the Goods. They shall be delivered together with the required certificates and technical documentation as per it.2.5 hereof.

4.8 In case if the Contractor exceeds the agreed delivery date the Contractor shall pay penalty to the Customer in amount of 0,1% of delayed Goods, but not more than 10% of their price.

5. Force Majeure

Neither party shall be liable for full or partial non-fulfilment of any of their obligations if this non-fulfilment is caused by any circumstances like Acts of God, war (whether declared or not), civil commotion, transport accidents, resolution of government, 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 the other Party accordingly in writing within 24 hours, 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 the 06.30.2018. 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. 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 _____. 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 regarding whole chain of his owners (beneficiaries) including ultimate beneficiaries 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 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 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 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:

Name: _____

Position: _____

Signature: _____

Date: _____

For and on behalf of TBD:

Name: _____

Position: _____

Signature: _____

Date: _____

Appendix 1 to the Contract _____

Information about Counteragent

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

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

 _____ (Full name) /date/
 Stamp

SPECIFICATION No. 1

The present **Specification 1** shall enter into force from the moment of its signing by both Parties and shall be an integral part of Contract No. _____ dated _____.

Designation	p/n	QTY	Equipment Condition (NEW / OH/REP)	Unit Price	Total Cost
Cockpit Voice Recorder	2100-1025-22	1	Factory New or Overhaul		
CVR Control Panel	S151004000	1	Factory New or Overhaul		
Microphone Remote Panel	S055003000	1	Factory New or Overhaul		

Indicative delivery date: on or prior to 01.10.2017

Technical requirements:

Cockpit Voice Recorder:

- Certified by A/C manufacturer (Boeing) for installation at Boeing 777-300;
- Block status: Factory New or Overhaul;
- Voice data recording duration at least 2 hours;
- CPDLC Data Link message recording capability;
- Recorder is equipped with 90 DAY ULB

CVR Control Panel

- Certified by A/C manufacturer (Boeing) for installation at Boeing 777-300;
- Block status: Factory New or Overhaul;
- Panel frame colour: brown (BRN)

Microphone Remote Panel:

- Certified by A/C manufacturer (Boeing) for installation at Boeing 777-300;
- Block status: Factory New or Overhaul;
- Panel frame colour: brown (BRN)

Delivery Conditions: Deliveries upon the present Contract shall be as per FCA airport of departure (Incoterms 2010); DAP "Contractor's location" (Incoterms 2010) from Customer to Contractor, if applicable; and may be performed in both directions to other destinations and upon other terms and conditions as agreed in written by Parties.

Place of destination:

_____.

Information about the date of shipment shall be sent at least 1 week in advance via email: logistics-VKO@rossiya-airlines.com, LD-VKO@rossiya-airlines.com.

Signatures of the Parties

For and on behalf of Rossiya Airlines JSC:

Name: _____

Position: _____

Signature: _____

Date: _____

For and on behalf of TBD:

Name: _____

Position: _____

Signature: _____

Date: _____