

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

« \_\_\_\_ » \_\_\_\_\_ 201\_\_ г.

## PROCUREMENT DOCUMENTATION

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

Development of documentation package for installation of windscreen between passenger cabin and flight attendance forward workstation for Boeing 737-800 A/C and baby bassinet installation for Boeing 737-800 A/C and for baby bassinet purchase

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  2  lot(s).

<b>Lot No.</b>	<b>1</b>				
<b>Designation of subject of the contract (lot):</b>	<b>Baby bassinet purchase for aircraft Boeing 737-800</b>				
<b>Initial (maximum) contractual (lot) price excl. VAT</b>	<b>Currency of contract (lot)</b>	<b>Number (Volume)</b>	<b>Units of measure</b>	<b>Classification as per OKPD2</b>	<b>Classification as per OKVED2</b>
<b>216 000</b>	<b>EUR</b>	<b>96</b>	<b>Un.</b>	<b>30.30.50.110</b>	<b>30.30.</b>
<b>Place of delivery/performance of work/service provision (address):</b>	<b>A-Technics Stock, Terminal D, Vnukovo airport, Moscow, Russia</b>				

<b>Lot No.</b>	<b>2</b>				
<b>Designation of subject of the contract (lot):</b>	<b>Development of technical documentation, the windscreens and set of KIT (toolset) for installation for aircraft Boeing 737-800</b>				
<b>Initial (maximum) contractual (lot) price excl. VAT</b>	<b>Currency of contract (lot)</b>	<b>Number (Volume)</b>	<b>Units of measure</b>	<b>Classification as per OKPD2</b>	<b>Classification as per OKVED2</b>
<b>233 900</b>	<b>EUR</b>	<b>Not required</b>	<b>Un.</b>	<b>74.90.19.190</b>	<b>74.90.</b>
<b>Place of delivery/performance of work/service provision (address):</b>	A-Technics Stock, Terminal D, Vnukovo airport, Moscow, Russia A complete package of documentation in electronic format should be directed to email address: <a href="mailto:Tech.Liabravy.VKO@rossiya-airlines.com">Tech.Liabravy.VKO@rossiya-airlines.com</a> , <a href="mailto:I.Kulnev@rossiya-airlines.com">I.Kulnev@rossiya-airlines.com</a> , <a href="mailto:I.Bugaenko@rossiya-airlines.com">I.Bugaenko@rossiya-airlines.com</a> , <a href="mailto:A.Y.Rodionov@rossiya-airlines.com">A.Y.Rodionov@rossiya-airlines.com</a> , <a href="mailto:D.Pogorelov@rossiya-airlines.com">D.Pogorelov@rossiya-airlines.com</a>				

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

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

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

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

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

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

If changes to the notice or documentation about the request for price proposal are made later than two business days prior to deadline for submission of bids for the request for proposal, time period of submission of bids for request for proposal shall be extended so that such time period is at least three business days between the date of posting the

changes made to the notice or documentation on procurement in the unified information system and the deadline of submission of bids for the request for proposal.

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

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

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

Time and date of bids submission beginning	18.00 Moscow time «19».06. 2017.
Time and date of bids submission deadline	10.00 Moscow time «27».06. 2017.
Place of bidders' bids submission	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>
Place and date of bids review and summarizing procurement results	18/4 Pilotov str., Saint-Petersburg, 196210 «4».07. 2017.

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

Irina Kharevich Aleksandrovna  
phone: +7(812) 6-333-949 or +7 (812) 633-39-99 extension 2463,  
e-mail: tender@rossiya-airlines.com

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

Kulnev Ivan Petrovich  
Phone.: +7 (3532) 67-66-57, +7 (903) 390-21-36  
e-mail: i.kulnev@rossiya-airlines.com

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

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

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

2.5.2. Not to amend and/or withdraw his bid for the request for price proposal after the deadline for submission of the request for price proposal 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 proposal from the date of posting of the request for proposal notice in the unified information system and till the deadline for submission of bids for request for proposal specified in the request for proposal notice.

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

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

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

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

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

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

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

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

Payment method shall be bank transfer.

Payment due dates and procedure: Customer shall pay 20% of the cost within 30 business days from the date invoice issuance by Contractor. Remaining 80% shall be paid by the Customer within 30 business days from the date of fulfillment of obligations undertaken by Contractor, under completed Contract.

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

**determination of compliance of the delivered goods, performed work, and rendered service to the customer needs.**

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

4.2. Requirements to contractual capacity of Procurement Bidders:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1.3. Commercial proposal in accordance with it. 5.6÷5.8.

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

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

5.4. Validity period of the bid for participation in procurement shall be at least 90 days from the deadline for submission of the procurement bids.

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

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

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

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

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

5.8.1. Possibility of submission of an alternative proposal: not anticipated

5.8.2. Possibility of subcontracting: anticipated

5.9. Lot separability: not anticipated

5.10. Application software: not anticipated

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

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

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

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

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

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

Indicators	Evaluation procedure
<b>Compliance with the requirements for procurement parties</b>	Bidders will be checked for compliance with the requirements based on the received documents (according to it.4) including but not limited to their legal capacity and non-listing in the blacklist of suppliers.
<b>Completeness of submitted documents</b>	Check of documents submitted within the bid against the required list (Appendix 1) and accuracy of submitted information and documents.
<b>Bid compliance with the requirements of procurement documentation</b>	Check of the bid content including: Content of price proposal; 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 copies documents and other information as required by the procurement documentation are not submitted;
- b) Failure or delay in the provision of maintenance of the application, if such security is provided the requirements of this document;
- c) Of non-compliance of the procurement bidder with the requirements to procurement parties stipulated in the procurement documentation;
- d) The bid includes deliberate misrepresentations, fraud in information or documents within the bid;
- e) Clarifications for the bid for the request for proposal are not provided when requested by the bidding commission;
- f) The procurement bidder is listed in blacklist of suppliers;
- g) The procurement bidder has any overdue receivables and/or pending obligations against the customer and his subsidiaries and affiliates (including entities affiliated with the procurement bidder);
- h) The proposed goods, work or services do not comply with the requirements given in the procurement documentation;
- i) Of any other negative information resulted revealed during the check.

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

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

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

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

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

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

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

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

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

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

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

Criterion	The procedure for calculating the points for the criterion	Maximum number of points
Contract price	To calculate the number of points using the formula: $S_{baz} / S_{predl} \times K$ , where: - $S_{baz}$ - the best (lowest) of all the proposals of the participants; - $S_{predl}$ - assesses the proposals of the participants; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below..	80
Delivery time	To calculate the number of points using the formula: $S_{baz} / S_{predl} \times K$ , where: - $S_{baz}$ - the best (lowest) of all the proposals of the participants; - $S_{predl}$ - assesses the proposals of the participants; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below..	20
The maximum number of points		100

When exported from the airport of departure the contract price is calculated according to the following formula:

$$N = P + T1 + T2 + T3 + T4 + D$$

where:

N – the price of the contract

P - the value proposition of the provider.

T1 - charges for customs clearance.

T2 - customs duties.

T3 - cost of services of the customs representative.

T4 - the cost of registration of Declaration of compliance (if required for customs clearance of goods).

D - the cost of transportation.

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

6.7. Placing final score to a bid:

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

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

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

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

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

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

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

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

6.11. If the winner of the request for proposal avoids concluding the contract, the Bidding Commission shall be entitled to decide to award the contract to the bidder whose

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

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

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

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

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

## **8. Final provisions**

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

## **9. Appendices**

Appendix 1  
Appendix 2  
Appendix 3  
Appendix 4

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



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

14.<sup>3</sup>

**5. Contact person**

\_\_\_\_\_ (specify name, surname, phone, fax, e-mail)

**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:**

\_\_\_\_\_ (state designation of procedure)

\_\_\_\_\_ (position of the chief executive officer)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (state name)

Date of compilation

**Stamp**

« \_\_\_\_\_ » \_\_\_\_\_  
(DD) (MM) (YYYY)

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

**Appendix 2**  
**to the Procurement Documentation**

**Application for Bidding <sup>4</sup>**  
**in the public request for proposal:**

(specify name of the procurement procedure, number of procedure, and lot number, if required)

1. Having studied conditions and requirements given in the procurement documentation and Policy of Procurement of Goods, Work, and Services of the Customer and accepting requirements and conditions of the request for price proposal procedure and conditions of goods delivery ( work performance, service rendering) stipulated in them

*(specify full name of legal entity / name, surname of individual)*

registered at the following address:

*(specify place of business of legal entity / place of residence of individual)*

proposes to conclude a contract for

*(specify subject of the contract)*

in accordance with the commercial proposal and other documents being an integral part of the present bid for the request for proposal.

Commercial proposal:

Lot №1:

Description	QTY	Total price EUR	Delivery time	Place of shipment
BABY BASSINET P/N 7250-44C	24 un.			
CARRY CASE P/N 7260-44	24 un.			
FITTING - PLUG P/N 1600-03	24 un.			
SLEEVE - FITTING P/N 1600-20	24 un.			

Lot №2:

Description	QTY	Total price EUR	Delivery time	Place of shipment
Documentation package for installation of baby bassinets P/N 7250-44C BABY BASSINET for 16 A/C Boeing 737-800 (VQ-BJX, VQ-BSS, VQ-BSR, VQ-BPX, VQ-BUE, VQ-BUF, VQ-BVU, VQ-BVV, VQ-BWJ, VP-BGQ, VP-BGR, VP-BUS, VP-BOA, VP-BOB, VP-BOD, VP-BOH) and WINDSCREEN between the passenger cabin and flight attendant forward workstation with installation of curtain track in the aisle in front of the				

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

forward galley (between G2 and divider) for 4 A/C Boeing 737-800 (VQ-BSS, VQ-BSR, VQ-BPX, VQ-BJX) including new EEL and LOPA, where appropriate, according to A/C layouts					
Rigid windscreen with extra leaves for lying patient stretcher carriage (UNDERBIN WINDSCREEN, STA350) for 3 A/C B737 (VQ-BSR, VQ-BSS, VQ-BJX)					
Rigid windscreen with extra leaves for lying patient stretcher carriage (FULL HEIGHT WINDSCREEN, STA350) for 1 A/C B737 (VQ-BPX)					
Curtain track for 3 A/C B737 (VQ-BSR, VQ-BSS, VQ-BPX)					
Fasteners or required part set for installation and storage of baby bassinets and for installation of the windscreen and curtain track except for ones listed in it.3.1.1 (BABY BASSINET P/N 7250-44C, CARRY CASE P/N 7260-44, FITTING - PLUG P/N 1600-03, SLEEVE - FITTING P/N 1600-20)					
Revision of diagrams of rescue equipment arrangement at A/C according to modifications performed and in-house requirements of Rossiya Airlines					

2. We hereby inform (declare) that

(specify full name of legal entity / name, surname of individual)

Is not affected by any adjudication order or initiated bankruptcy proceedings (for legal entities).

Operations are not suspended according to the procedure established by the Russian Federation Administrative Offence Code, as of the date of submission of the bid for the purpose of participation in procurement;

No records in the suppliers blacklist as stipulated in Art.5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ on Contractual System regarding Central and Local Government Procurement of Goods, Works and Services dated April 5, 2013 are available.

3. We hereby guarantee accuracy of information in the bid for the request for proposal submitted by us and confirm the Customer's right to request from us, any authorised bodies, and legal entities and individuals mentioned in our bid for the request for proposal information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for proposal conditions equal for all bidders.

4. In case we win the request for proposal we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents, within week term from the date of posting of the Report determining the bidder's right to conclude a contract with the customer in the unified information system.

5. In case, based on the results of the request for proposal, the Customer award us a contract we undertake to sign a contract with Rossiya Airlines JSC in accordance with the requirements given in the documentation for the request for proposal and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.

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

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

**Terms of Reference**

**For development of documentation package for installation of windscreen between passenger cabin and flight attendance forward workstation for Boeing 737-800 A/C and baby bassinet installation for Boeing 737-800 A/C and for baby bassinet purchase.**

**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 20% of the cost within 30 business days from the date of Service Contract conclusion and invoice issuance by Contractor. Remaining 80% shall be paid by the Customer within 30 business days from the date of fulfillment of obligations undertaken by Contractor, under completed Contract.

**2. Conditions and Date of Work Completion**

2.1 Delivery address:

Materials/Parts: A-Technics Stock, Terminal D, Vnukovo airport, Moscow, Russia.

Documentation (via e-mail): [I.Kulnev@rossiya-airlines.com](mailto:I.Kulnev@rossiya-airlines.com), [I.Bugaenko@rossiya-airlines.com](mailto:I.Bugaenko@rossiya-airlines.com), [A.Y.Rodionov@rossiya-airlines.com](mailto:A.Y.Rodionov@rossiya-airlines.com), [D.Pogorelov@rossiya-airlines.com](mailto:D.Pogorelov@rossiya-airlines.com), [Tech.Library.VKO@rossiya-airlines.com](mailto:Tech.Library.VKO@rossiya-airlines.com)

2.2 Delivery conditions: FCA airport of departure (Incoterms 2010).

2.3 Delivery date shall be determined in the Contract but may be amended as agreed by the parties.

Lot №1:

Prior or on August 31, 2017.

Lot №2:

MSN 32735 VQ-BJX – Prior or on September 30, 2017  
MSN 33622 VQ-BSR – Prior or on September 30, 2017  
MSN 33602 VQ-BSS – Prior or on September 30, 2017  
MSN 35278 VQ-BPX – Prior or on September 30, 2017  
MSN 34900 VQ-BUE – Prior or on September 30, 2017  
MSN 34897 VQ-BUF – Prior or on September 30, 2017  
MSN 41202 VQ-BVU – Prior or on September 30, 2017  
MSN 41201 VQ-BVV – Prior or on September 30, 2017  
MSN 41212 VQ-BWJ – Prior or on September 30, 2017  
MSN 41227 VP-BGQ – Prior or on September 30, 2017  
MSN 41228 VP-BGR – Prior or on September 30, 2017  
MSN 44435 VP-BUS – Prior or on September 30, 2017  
MSN 41232 VP-BOA – Prior or on September 30, 2017  
MSN 41236 VP-BOB – Prior or on September 30, 2017

MSN 41238 VP-BOD – Prior or on September 30, 2017

MSN 41244 VP-BOH – Prior or on September 30, 2017

Information about the shipment date shall be forwarded at least two weeks in advance via email to engineers of Rossiya Airlines JSC AESD Logistics Department.

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

2.4 Delivery of materials/parts shall be accompanied with the following documents, if required:

- 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): the goods description, unit price and total cost, reference to the Contract, delivery and payment conditions, route and information about carrier.

### 3. Characteristics of goods, works and services.

3.1 Manufacturing/supply of the following parts/materials, documentation included into two lots is required:

3.1.1 Lot №1:

Description	QTY
BABY BASSINET P/N 7250-44C	24 un.
CARRY CASE P/N 7260-44	24 un.
FITTING - PLUG P/N 1600-03	24 un.
SLEEVE - FITTING P/N 1600-20	24 un.

Requirements to baby bassinet delivery and storage.

- EASA Form1, FAA FORM 8130-3 or their equivalent.
- Condition -New.
- Conformity to EASA/FAR chapter 25, EASA/FAR 25.853, EASA/FAR 25.561 and other requirements.
- Color in accordance with the Customer requirements.

3.1.2 Lot №2:

Description	QTY
Documentation package for installation of baby bassinets P/N 7250-44C BABY BASSINET for 16 A/C Boeing 737-800 (VQ-BJX, VQ-BSS, VQ-BSR, VQ-BPX, VQ-BUE, VQ-BUF, VQ-BVU, VQ-BVV, VQ-BWJ, VP-BGQ, VP-BGR, VP-BUS, VP-BOA, VP-BOB, VP-BOD, VP-BOH) and WINDSCREEN between the passenger cabin and flight attendant forward workstation with installation of curtain track in the aisle in front of the forward galley (between G2 and divider) for 4 A/C Boeing 737-800 (VQ-BSS, VQ-BSR, VQ-BPX, VQ-BJX) including new EEL and LOPA, where appropriate, according to A/C layouts	Not determined
Rigid windscreen with extra leaves for lying patient stretcher carriage (UNDERBIN WINDSCREEN, STA350) for 3 A/C B737 (VQ-BSR, VQ-BSS,	Not determined

VQ-BJX)	
Rigid windscreen with extra leaves for lying patient stretcher carriage (FULL HEIGHT WINDSCREEN, STA350) for 1 A/C B737 (VQ-BPX)	Not determined
Curtain track for 3 A/C B737 (VQ-BSR, VQ-BSS, VQ-BPX)	Not determined
Fasteners or required part set for installation and storage of baby bassinets and for installation of the windscreen and curtain track except for ones listed in it.3.1.1 (BABY BASSINET P/N 7250-44C, CARRY CASE P/N 7260-44, FITTING - PLUG P/N 1600-03, SLEEVE - FITTING P/N 1600-20)	Not determined
Revision of diagrams of rescue equipment arrangement at A/C according to modifications performed and in-house requirements of Rossiya Airlines	Not determined

Requirements to documentation/components.

- Certification documents for all fabricated/manufactured parts (EASA Form1, FAA FORM 8130-3, CofC, Burn certificate, etc.)
- Documentation (EO, EB, etc. Including any supplements like IPC Supplement, AMM Supplement, etc.) developed by a company approved by EASA Part 21J.
- New EEL (if required).
- New LOPA (if required).

Special requirements:

All windscreens shall be suitable for stretcher carriage into A/C cabin.

Requirements to Contractor's company:

- Contractor's company shall have EASA approval as per Part 21 Subpart J (DOA)

Note: Contractor's company may subcontract manufacturing/ supply of parts required for installation of baby bassinets and windscreens except for development of documentation, upon approval by the Customer.

#### **4. Commercial Specification**

4.1. Procurement bidder may propose a counter draft contract provided all mandatory conditions expressly stipulated in the procurement documentation are met.

4.2. Contractor shall indicate sales price for parts, materials, components and documentation in EURO. (Currency conversion will be at the fixed rate of the Russian Central Bank as of the date of access opening)

#### **5. Warranty**

5.1. Contractor guarantees that parts/materials/components 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 parts/materials/components free of charge.

5.2. Warranty period shall be at least 18 months or 5000 flight hours for all supplied blocks/components/parts, whichever is earlier.

**6. Russian national standards are not applicable** as parts/materials/components shall have EASA Form1 or FAA FORM 8130-3 certificates and documentation shall meet EASA requirements.

**Draft Contract Lot №1**

<p style="text-align: center;"><b>Проект договора на приобретение авиационно-технического имущества</b></p> <p>Между TBD с основным местоположением TBD, здесь далее называемое Исполнитель; и АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое Заказчик; вместе называемые Стороны, а отдельно Сторона, заключили настоящий Договор о следующем ниже:</p>	<p style="text-align: center;"><b>Draft Contact for purchase aerotechnical possessions</b></p> <p>Between TBD with headquarters at TBD, hereinafter referred to as Seller; and Rossiya Airlines JSC, with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the Buyer, collectively referred to as the Parties and individually as the Party have entered into the present Contract as follows:</p>
<p><b>1. Предмет договора</b></p> <p>Составляет поставку позиций (здесь и далее «Товары»), описанных в Спецификации (заказе) к настоящему Договору, отражающему одобренные закупки Заказчика. Во избежание сомнения: никакие закупки не могут производиться между Сторонами без соответствующего протокола Заказчика, оформленного в соответствии с его действующими закупочными процедурами.</p>	<p><b>1.Subject of the Contract</b></p> <p>is purchase of the items listed in Specification (Order) attached to the Contract (hereinafter referred to as Goods) which reflect approved purchases of the Buyer. In avoidance of doubt, no purchase may be carried out without respective protocol of the Buyer executed i.a.w. its valid purchase procedures.</p>
<p><b>2. Доставка, упаковка и срок исполнения.</b></p> <p>2.1. Условия, сроки и направления поставки Товара указаны в Спецификации (заказе) приложенному к настоящему Договору; которые могут быть изменены по письменному согласию Сторон.</p> <p>2.2 Исполнитель будет предоставлять Товары в сроки, определённые в приложенной Спецификации (заказе) к настоящему Договору или в иные 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, указанных в п. 3.6.</p> <p>2.3 Исполнитель безвозмездно для Заказчика упакует Товары таким образом, чтобы избежать любого повреждения во время всей перевозке до Заказчика.</p>	<p><b>2. Delivery, Packing and Lead Time.</b></p> <p>2.1. Terms, conditions and directions of delivery for Goods are indicated in the Specification (order) attached to this Contract; and may be changed with written consent of the Parties.</p> <p>2.2. The Seller shall deliver Goods in terms indicated in the Specification (Order) attached to this Contract. 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 indicated in clause 3.6.</p> <p>2.3 The Seller shall FOC for the Buyer pack or arrange for packing the Goods to be delivered hereunder so as to avoid any damage during whole shipment to the Buyer.</p>

<p>2.4 Если иное письменно не согласовано Сторонами, право собственности (вместе с сопутствующими рисками) на Товары, составляющее предмет настоящего договора, переходит от Исполнителя к Заказчику при его получении последним или им назначенным перевозчиком.</p> <p>2.5 Товары будут поставляться, если иное должным образом не согласовано Сторонами, со следующей документацией:</p> <ul style="list-style-type: none"> <li>- сертификаты соответствия производителя, EASA Form1 или FAA FORM 8130-3;</li> <li>- упаковочный лист (Packing list) с указанием необходимой информации о товаре;</li> <li>- Коммерческий и Транспортный счет для целей таможенного оформления, должны содержать (где применимо): описание товара, стоимость за ед. и общ стоимость, ссылку на Договор, условия поставки и оплаты, маршрут следования и данные перевозчика.</li> </ul>	<p>2.4 If not otherwise agreed by the Parties in writing, title (together with all related risks) on Goods, 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>2.5 Goods shall be delivered, unless otherwise duly agreed by the Parties, with the following documentation:</p> <ul style="list-style-type: none"> <li>- EASA FORM ONE or FAA 8130 certificate.</li> <li>- For consumables certified manufacturer and 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. Форма, сроки и порядок оплаты</b></p> <p>3.1.Формой оплаты является безналичный расчет, банковский перевод. Реквизиты Исполнителя _____ Реквизиты Заказчика _____ Валюта настоящего договора - _____</p> <p>3.2 Сроки и порядок оплаты: Оплата Заказчиком 20% стоимости производится в течение 30 рабочих дней с момента заключения Договора и выставления Исполнителем счета. Оставшиеся 80% Заказчик оплачивает в течение 30 рабочих дней с момента выполнения обязательств, взятых на себя Исполнителем, в рамках заключенного договора. Счета на оплату должны быть направлены Исполнителем на адрес: <a href="mailto:amd9@rossiya-airlines.com">amd9@rossiya-airlines.com</a>.</p> <p>3.3 Подобный порядок будет применяться и для других платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано.</p> <p>3.4 Налоги на любые цены, охватываемые настоящим договором, налагаются или не налагаются в соответствии с действующим налоговым законодательством. Стороны будут платить подлежащие выплате налоги в своих соответствующих подсудностях; Стороны не имеют обязательства платить какие-либо иные налоги.</p> <p>3.5 Стороны будут оплачивать</p>	<p><b>3. Terms, conditions and Procedure of Payment.</b></p> <p>3.1. Form of payment is bank transfer. The Parties' bank details are: The Buyer's _____ The Seller's _____ The currency hereof is ____.</p> <p>3.2. Terms and order of payment: Payment by the Buyer of 20% of the cost shall be made within 30 working days from the date of the conclusion of the Contract and the issuance of the invoice by the Seller. The Buyer pays the remaining 80% within 30 working days from the date of fulfillment of the obligations undertaken by the Seller within the framework of the concluded Contract and the issuance of the invoice by the Seller. The invoices for payment should be sent by Seller to <a href="mailto:amd9@rossiya-airlines.com">amd9@rossiya-airlines.com</a>.</p> <p>3.3 Same procedure shall apply for other payments of the Parties hereunder, if not otherwise agreed by the Parties in writing.</p> <p>3.4 Taxes with respect to any prices covered herewith are levied or not 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>3.5. Parties shall pay bank fees, if any,</p>

банковские вознаграждения, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какое-либо банковское вознаграждение, наложенное банком другой Стороны.

3.6. В случае превышения Исполнителем сроков поставки, указанных в п. 2.2 настоящего Договора на срок более 20 (двадцати) рабочих дней при условии соблюдения Заказчиком сроков оплаты, Исполнитель обязан в течение 10 (десяти) банковских дней от даты получения Уведомления Заказчика о таком не выполнении:

- вернуть Заказчику перечисленные им в соответствии с п.3.2 настоящего Договора денежные средства
- уплатить Заказчику проценты за пользование чужими денежными средствами в размере 0.1% от уплаченной суммы, за каждый день такого пользования, начиная с даты зачисления денежных средств на расчетный счет Исполнителя и заканчивая датой их зачисления на расчетный счет Заказчика.

3.7. Заказчик по согласованию с Исполнителем в ходе исполнения договора вправе изменить не более, чем на 20 % количество всех предусмотренных договором товаров, объем предусмотренных работ, услуг при изменении потребности в товарах, работах, услугах, на поставку, выполнение, оказание которых заключен договор в объеме, указанном в документации о закупке, а также при выявлении потребности в дополнительном объеме работ, услуг, не предусмотренных договором, но связанных с такими работами, услугами, предусмотренными договором. Стоимость Спецификации (заказа) в этом случае изменяется пропорционально.

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. In case of exceeding the delivery time by the Seller, indicated in clause 2.2. of this Contract for more then 20 (twenty) working days subject to the terms of payment by the Buyer, Seller should within 10 (ten) banking days from the date of receipt of the Buyer's notice of such non-fulfillment:

- Seller should return to the Buyer listed them funds in accordance with clause 3.2. the Contract.
- Seller should pay the interest on the borrowed funds in the amount of 0.1% of the amount paid for each day of such use, starting from the date the funds are credited to the account of the Seller, and ending with the date they are credited to the account of the Buyer capped at 10% of amount of respective delayed delivery

3.7. Buyer may, subject to consent of the Seller, amend the scope during execution hereof, not higher than 20% of aggregate quantity of goods, scope of works and services set forth herein, in case of a change in demand in goods, works and services as contracted herein IAW the purchase documentation; as well as in case of demand in additional scope of works or services not contemplated hereby, but related to such works and services as are contemplated hereby. Amount of Specification (order) will change accordingly.

**4.Гарантия**

4.1 Исполнитель гарантирует, что Товары, или услуги, доставленные/ оказанные Заказчику, не будут иметь недостатков в материале, исполнении или возможности использоваться по назначению. Исполнитель будет безвозмездно передавать Заказчику любую гарантию, получаемую от третьих сторон в отношении Товаров.

4.2 Срок указанной здесь в 4.1 гарантии

**4.Warranty**

4.1.The Seller guarantees that the Goods delivered or services rendered to the Buyer shall not have any defects in material, workmanship or suitability for use as intended at the moment of their acceptance by the Buyer. The Seller will freely transfer to the Buyer any guarantee received from third parties in respect of the Goods.

4.2 Period of the warranty specified in it. 4.1

должен составлять не менее 12 месяцев.

4.3. 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 Товара, имеющий недостаток; или снова окажет, безвозмездно для Заказчика, неудачно оказанную услугу – с тем, чтобы новый Товар, или снова оказанная Услуга была свободна от недостатков в материале, исполнении или возможности использоваться по назначению.

4.4 Гарантийная ответственность Исполнителя по этому договору ограничена заменой или ремонтом (выбор между которыми должен быть согласован с Заказчиком) единицы Товара, имеющей недостаток, и затратами по его перевозке и сопутствующим страхованием; или повторным оказанием Услуги.

4.5 Заказчик в течение 7 календарных дней уведомит Исполнителя об обнаружении предположительного нарушения указанной здесь в 4.1 гарантии, отправив письменное уведомление об этом событии Исполнителю с указанием всех связанных с ним обстоятельств: тогда Исполнитель в течение 14 календарных дней справедливо решит, является ли это событие нарушением гарантии по настоящему договору. Если Исполнитель не ответит в течение 14 календарных дней после получения уведомления о предположительном нарушении гарантии, такое нарушение будет считаться признанным Исполнителем. Стороны могут письменно согласовать для отдельных случаев иной срок для этого решения Исполнителя. Исполнитель может передать Заказчику образец, которым он сам пользуется в таких случаях; и тогда в подобном случае будет использоваться он. Датами вступления в силу сообщений в уведомления Заказчика о предположительном нарушении гарантии и решения Исполнителя о нём (по описанию 4.5 настоящего договора) будут считаться, смотря, что произойдёт первым:

(i) день отправки и получения (уполномоченным на то представителем другой Стороны) такого сообщения по электронной почте; или

(ii) день принятия, если они были отправлены курьерской почтой первого

hereof shall be at least 12 months.

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

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

4.5 Buyer, within 7 calendar days, shall notify Seller about detection of the implicit breach of warranty as per 4.1 hereof by giving the Seller a written Notification about this event including all related circumstances; then the Seller, within 14 calendar days, shall make fair decision on whether this event is a breach of warranty under the present Contract. If Seller 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 Seller. In certain cases Parties may agree in written other time period for this decision making by the Seller. The Seller may give the Buyer 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 Buyer's notifications about the implicit breach of warranty and the Seller'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.

<p>класса с уведомлением о получении или равносильным средством, но в любом случае с возможностью уведомления о получении.</p> <p>4.6 Срок указанной здесь в 4.1 гарантии, в случае доказанного её нарушения, будет продлён на время, прошедшее от дня, когда Заказчик уведомил Исполнителя о предположительном нарушении, до дня, когда Исполнитель устранил это нарушение, включительно.</p> <p>4.7 Заказчик вправе получать Товары на и услуги от Исполнителя в рамках гарантийных обязательств, указанных в п. 4.4., в отношении Товаров.. Их поставка должна сопровождаться необходимыми сертификатами и технической документацией по п. 2.5 настоящего договора.</p>	<p>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 Buyer informs the Seller about such implicit breach till the date when the Seller remedies this breach, inclusive.</p> <p>4.7 The Buyer may procure from the Seller other Goods : and services (: within the warranty obligations specified in the clause 4.4. for the Goods . Deliveries thereof shall contain allneeded certificates and documentation as per 2.5.</p>
<p><b>5. Обстоятельства непреодолимой силы</b></p> <p>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, решение правительства, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно в течение 24 часов уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство.</p> <p>Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства. Пожары, отключения электричества, неисправности информационных систем и забастовки будут считаться обстоятельствами непреодолимой силы только, если они не вызваны виновными действиями или бездействиями Сторон.</p>	<p><b>5.Force Major</b></p> <p>Neither party shall be liable for full or partial non-fulfillment of any of their obligations if this non-fulfillment is caused by any circumstances like Acts of God, war (whether declared or not), civil commotion, transport accidents, act 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 immediately (within 24 hours) the other Party accordingly in writing, and time period for fulfilment of such obligation shall be extended for the period of occurrence of the circumstance.</p> <p>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.</p>
<p><b>6.Действие</b></p> <p>6.1 Настоящий договор является единственным действительным обязывающим соглашением Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон</p>	<p><b>6.Validity</b></p> <p>6.1 The present Contract is the only valid binding Contract between the Parties for the subject hereof and supersedes all other conditions binding upon Parties arising in relation with the subject hereof.</p>

<p>условия, возникающие в связи с оговоренным здесь предметом.</p> <p>6.2 Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и останется в силе до 30.08.2018. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 календарных дней.</p> <p>6.3 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>6.4 Стороны будут письменно уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными, Дополнений настоящего договора в таких случаях требоваться не будет.</p>	<p>6.2 The Contract shall come into force when signed by authorized representatives of both Parties and shall be valid until the 30.08.2018. The Parties may terminate this Contract at any time by a 60-day's prior written notice.</p> <p>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.</p> <p>6.4 Parties shall inform each other about any changes in their bank details, headquarters and other circumstances they deem to be important in writing. In such cases no addendums to the present Contract are required.</p>
<p><b>7. Подсудность и Управляющее законодательство</b></p> <p>7.1. В случае любого спора в отношении этого соглашения, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к арбитражному суду в _____ Язык рассмотрения такого спора будет _____. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.</p> <p>7.2. Положения этого договора истолковываются по соответствующим законам страны нахождения Исполнителя.</p> <p>7.3. Не позднее даты подписания настоящего договора Исполнитель обязан предоставить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов.</p> <p>В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Исполнителя, он обязан незамедлительно уведомить об этом Заказчика с приложением подтверждающих документов.</p> <p>7.4. В случае возникновения каких-либо</p>	<p><b>7. Jurisdiction and Governing Laws</b></p> <p>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.</p> <p>7.2 Provisions of the present Contract shall be interpreted according to applicable laws of the Seller's country.</p> <p>7.3 Not later than the date of signing this Contract, the Seller shall provide the Buyer with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Appendix No. 1 to this contract, with the provision of supporting documents.</p> <p>In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Seller, he is obliged to immediately notify the Buyer about this with the attachment of supporting documents.</p> <p>7.4 In case of any disagreement on the text of the Contract, the parties shall be guided by the</p>

<p>разногласий по тексту договора, стороны руководствуются текстом, заверенным штампом правового департамента Заказчика или содержащимся в прошитом и заверенном Договоре.</p>	<p>text, certified by the stamp of the Buyer legal department or contained in the sewn and certified Contract.</p>
<p><b>8. Анतिकоррупционная оговорка</b></p> <p>8.1. При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.</p> <p>При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p> <p>8.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 8.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 8.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 (тридцати) календарных дней с</p>	<p><b>8. Anti-Corruption Clause</b></p> <p>8.1. In the performance of their obligations under the Contract, the Parties, their employees shall not pay, offer to pay or authorize to pay any money or valuables, directly or indirectly, to any persons for rendering influence on actions or decisions of such persons so that to get any unlawful advantages or other unlawful purposes.</p> <p>In the performance of their obligations under the Contracts, the Parties, their employees shall not undertake actions which are defined under laws applicable for the purposes of the Contract as giving/taking bribe, commercial bribery, illegal remuneration, abuse of authorities, as well as actions that violate applicable legal requirements and international acts on counteraction to legalization (laundering) of proceeds from crime.</p> <p>8.2. If suspicions arise with the Party that it has occurred or might occur a breach of any provision of clause 8.1, the respective Party shall notify the other Party in writing. In such written notice the Party shall refer to facts or submit materials reliably evidencing or giving a reason to believe that it has occurred or might occur a breach of any provision of clause 8.1 by the other Party, its employees which are expressed in actions defined by applicable laws as giving or taking bribery, commercial bribery as well as in actions breaching the requirements of applicable laws and international acts on counteraction to legalization (laundering) of proceeds from crime. After receipt of a written notice the Party to whom it is sent shall forward a confirmation that no breach has occurred or will occur. Such confirmation shall be sent within 30 (thirty) calendar days after the receipt date of such written notice.</p>

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

8.3. Should either Party fail to meet obligations to refrain from actions referred to in clause 8.1, the other Party may terminate the Contract unilaterally in the out of court procedure by sending a written notice on such termination. The Contract shall be deemed terminated upon expiry of 30 (thirty) calendar days after the receipt date of the relevant written notice by the Party on termination of the Contract. The Party initiated the termination of the Contract in accordance with the provisions of this clause, may request compensation for actual damage arisen as a result of such termination. Such damage compensation period shall be 30 (thirty) calendar days of the receipt date of the relevant claim of the Party initiated such termination of the Contract.

#### Подписи сторон

**От имени АО «Авиакомпания «Россия»:**

Имя: \_\_\_\_\_  
Должность: \_\_\_\_\_  
Подпись: \_\_\_\_\_

Дата: \_\_\_\_\_

**От имени TBD:**

Имя: \_\_\_\_\_  
Должность: \_\_\_\_\_  
Подпись: \_\_\_\_\_

Дата: \_\_\_\_\_

#### Signatures of the Parties

**For and on behalf of JSC Rossiya airlines**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**For and on behalf of TBD:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## Приложение 1 к Договору \_\_\_\_\_

## ИНФОРМАЦИЯ О КОНТРАГЕНТЕ

№ п/п	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)						Информация о цепочке собственников контрагента, включая бенефициаров (в том числе конечных)						
	ИНН	ОГРН	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Орган и номер документа, удостоверяющего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенные условия	№ п/п	ИНН	ОГРН	Наименование/ ФИО	Адрес регистрации	Серия и номер документа, удостоверяющего личность (или физического лица)	Руководитель/ участник/ акционер/ бенефициар/ данные об Подрядчикном органе	Информация о документе (наименование, реквизиты)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1												1							
												1.1.							
												1.2							
												2							

Примечание: 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня); 1.1.2, 1.2.1 и т.д. – собственники организаций 1.1, 1.2 (собственники второго уровня) и далее – по аналогичной схеме до конечного бенефициарного собственника.

\_\_\_\_\_ (ФИО) ..... /дата/  
М.П.

### СПЕЦИФИКАЦИЯ (ЗАКАЗ)

Настоящая **Спецификация (Заказ)** вступает в силу с момента подписания обеими Сторонами и составляет неотъемлемую часть договора № \_\_\_\_\_ от \_\_\_\_\_.  
This Specification (Order) becomes valid, being signed by both Parties and constitutes an integral part of the Contract № \_\_\_\_\_ from \_\_\_\_\_.

Наименование Discription	p/n	Кол-во Qty	Состояние /Status (NEW/ OH/ REP)	Цена за ед. Price for unit	Общая стоимость Total price
BABY BASSINET	P/N 7250-44C	24			
CARRY CASE	P/N 7260-44	24			
FITTING - PLUG	P/N 1600-03	24			
SLEEVE - FITTING	P/N 1600-20	24			

Ориентировочная дата поставки: не позднее, чем 31.08.2017, либо иная дата по согласованию Сторон.

Approximately date of delivery shall be up to no later than 31.08.2017 or other date mutually agreed between Parties.

**Условия поставки:** Доставки по настоящему договору будут проводиться по FCA аэропорт отгрузки (Incoterms 2010); DAP «расположение Исполнителя» (по Incoterms 2010) от Заказчика Исполнителю, если применимо; и могут проводиться в оба направления в иные назначения и по иным условиям по письменному согласию Сторон.

**Terms of delivery:** Deliveries hereunder shall be carried out with FCA airport of shipment (Incoterms 2010); and from the Buyer to the Seller, if any, DAP Seller's premises (Incoterms 2010) as indicated in the order; and may be carried out in both directions with other conditions and to and from other places by written consent of the Parties.

**Место назначения:** Склад ООО «А-Техникс», Терминал D, аэропорт Внуково, Москва, Россия.

**Place of delivery:** Warehouse of LLC "A-Technics", Terminal D, Vnukovo Airport, Moscow, Russia.

Информация о дне отгрузки должна быть отправлена не позднее, чем за 2 недели по почте: : [logistics-VKO@rossiya-airlines.com](mailto:logistics-VKO@rossiya-airlines.com), LD-VKO@rossiya-airlines.com.

Information about the day of shipment must be sent no later than 2 weeks by e-mail [logistics-VKO@rossiya-airlines.com](mailto:logistics-VKO@rossiya-airlines.com), LD-VKO@rossiya-airlines.com

#### Подписи сторон

От имени АО «Авиакомпания «Россия»:

Имя: \_\_\_\_\_

Должность: \_\_\_\_\_

Подпись: \_\_\_\_\_

Дата: \_\_\_\_\_

От имени TBD:

Имя: \_\_\_\_\_

Должность: \_\_\_\_\_

Подпись: \_\_\_\_\_

Дата: \_\_\_\_\_

**Signatures of the Parties**

**For and on behalf of JSC Rossiya airlines**

**For and on behalf of TBD:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## Draft Contract Lot №2

<p align="center"><b>Проект договора на разработку документации</b></p> <p>Между TBD с основным местоположением TBD, здесь далее называемое Исполнитель; и АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое Заказчик; вместе называемые Стороны, а отдельно Сторона, заключили настоящий Договор о следующем ниже:</p>	<p align="center"><b>Draft contact for development documentation</b></p> <p>Between TBD with headquarters at TBD, hereinafter referred to as Seller; and Rossiya Airlines JSC, with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the Buyer, collectively referred to as the Parties and individually as the Party have entered into the present Contract as follows:</p>
<p><b>1. Предмет Договора</b></p> <p>1.1. Составляет поставку позиций (здесь и далее «Услуги»), описанных в Спецификации (заказе) к настоящему Договору, отражающему одобренные закупки Заказчика. Во избежание сомнения: никакие закупки не могут производиться между Сторонами без соответствующего протокола Заказчика, оформленного в соответствии с его действующими закупочными процедурами.</p>	<p><b>1.Subject of Contact</b></p> <p>1.1. is purchase of the items listed in Specification (Order) attached to the Contract (hereinafter referred to as Services) which reflect approved purchases of the Buyer. In avoidance of doubt, no purchase may be carried out without respective protocol of the Buyer executed i.a.w. its valid purchase procedures.</p>
<p><b>2. Исполнение договора</b></p> <p>2.1. Условия и сроки исполнения Услуг указаны в приложенной к настоящему Договору Спецификации (Заказе), которые могут быть изменены по письменному согласию Сторон.</p> <p>2.2 Исполнитель будет предоставлять Услуги в сроки, определённые в приложенной Спецификации (Заказе) к настоящему Договору или в иные 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, указанных в п. 3.6.</p>	<p><b>2. Procedure of Contract performance</b></p> <p>2.1. Terms, conditions of delivery for performance of Services are indicated in the Specification (Order) to this Contract; and may be changed with written consent of the Parties.</p> <p>2.2. The Seller shall provide Services in terms indicated in the Specification (order) attached to this Contract. 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 indicated in clause 3.6.</p>
<p><b>3. Форма, сроки и порядок оплаты</b></p> <p>3.1.Формой оплаты является безналичный расчет, банковский перевод. Реквизиты Исполнителя _____ Реквизиты Заказчика _____ Валюта настоящего договора - _____</p> <p>3.2 Сроки и порядок оплаты: Оплата Заказчиком 20% стоимости производится в течение 30 рабочих дней с момента заключения Договора и выставления Исполнителем счета. Оставшиеся 80% Заказчик оплачивает в течение 30 рабочих дней с момента выполнения обязательств, взятых на себя Исполнителем, в рамках заключенного договора. Счета на оплату должны быть направлены Исполнителем на адрес: amd9@rossiya-airlines.com.</p>	<p><b>3. Terms, conditions and Procedure of Payment.</b></p> <p>3.1. Form of payment is bank transfer. The Parties' bank details are: The Buyer's _____ The Seller's _____ The currency hereof is ____.</p> <p>3.2. Terms and order of payment: Payment by the Buyer of 20% of the cost shall be made within 30 working days from the date of the conclusion of the Contract and the issuance of the invoice by the Seller. The Buyer pays the remaining 80% within 30 working days from the date of fulfillment of the obligations undertaken by the Seller within the framework of the concluded Contract and the issuance of the invoice by the Seller. The invoices for payment should be sent by Seller to amd9@rossiya-airlines.com.</p>

<p>3.3 Подобный порядок будет применяться и для других платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано.</p> <p>3.4 Налоги на любые цены, охватываемые настоящим договором, налагаются или не налагаются в соответствии с действующим налоговым законодательством. Стороны будут платить подлежащие выплате налоги в своих соответствующих подсудностях; Стороны не имеют обязательства платить какие-либо иные налоги.</p> <p>3.5 Стороны будут оплачивать банковские вознаграждения, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какое-либо банковское вознаграждение, наложенное банком другой Стороны.</p> <p>3.6. В случае превышения Исполнителем сроков поставки, указанных в п. 2.2 настоящего Договора на срок более 20 (двадцати) рабочих дней при условии соблюдения Заказчиком сроков оплаты, Исполнитель обязан в течение 10 (десяти) банковских дней от даты получения Уведомления Заказчика о таком не выполнении:</p> <ul style="list-style-type: none"> <li>- вернуть Заказчику перечисленные им в соответствии с п.3.2 настоящего Договора денежные средства</li> <li>- уплатить Заказчику проценты за пользование чужими денежными средствами в размере 0.1% от уплаченной суммы, за каждый день такого пользования, начиная с даты зачисления денежных средств на расчетный счет Исполнителя и заканчивая датой их зачисления на расчетный счет Заказчика.</li> </ul> <p>3.7 Заказчик по согласованию с Исполнителем в ходе исполнения договора вправе изменить не более, чем на 20 % количество всех предусмотренных договором товаров, объем предусмотренных работ, услуг при изменении потребности в товарах, работах, услугах, на поставку, выполнение, оказание которых заключен договор в объеме, указанном в документации о закупке, а также при выявлении потребности в дополнительном объеме работ, услуг, не предусмотренных договором, но связанных с такими работами, услугами, предусмотренными договором. Стоимость соответствующей спецификации в этом случае изменяется пропорционально.</p>	<p>3.3 Same procedure shall apply for other payments of the Parties hereunder, if not otherwise agreed by the Parties in writing.</p> <p>3.4 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>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.</p> <p>3.6. In case of exceeding the delivery time by the Seller, indicated in clause 2.2. of this Contact for more then 20 (twenty) working days subject to the terms of payment by the Buyer, Seller should within 10 (ten) banking days from the date of receipt of the Buyer's notice of such non-fulfillment:</p> <ul style="list-style-type: none"> <li>- Seller should return to the Buyer listed them funds in accordance with clause 3.2. the Contract.</li> <li>- Seller should pay the interest on the borrowed funds in the amount of 0.1% of the amount paid for each day of such use, starting from the date the funds are credited to the account of the Seller, and ending with the date they are credited to the account of the Buyer.</li> </ul> <p>3.7. Buyer may, subject to consent of the Seller, amend the scope during execution hereof, not higher than 20% of aggregate quantity of goods, scope of works and services set forth herein, in case of a change in demand in goods, works and services as contracted herein IAW the purchase documentation; as well as in case of demand in additional scope of works or services not contemplated hereby, but related to such works and services as are contemplated hereby. Amount of respective specification will change accordingly.</p>
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<p><b>4. Стандарты и Гарантия</b></p> <p>4.1. Технические стандарты, использованные при оказании услуг, запрошенных по настоящему Договору, будут соответствовать требованиям EASA.</p> <p>4.2. Исполнитель гарантирует качество оказываемых услуг; в случае обнаружения Заказчиком какого-либо недостатка, Исполнитель устранил его бесплатно, если такой недостаток будет обнаружен в течение 30 (тридцати) дней после оказания услуг Заказчику.</p> <p>4.3 Если Заказчиком обнаружены какие-либо дефекты в соответствии с п. 4.2, Заказчик должен направить в Исполнителю претензию, которую Исполнитель обязуется рассмотреть в течение 7 дней.</p>	<p><b>4.Strandarts and Warranty</b></p> <p>4.1. The technical standards to be used in the accomplishment of the Services that required under this Contact with EASA standards.</p> <p>4.2. The Seller warrants that the Service are provided with due quality and if any defects in Services are discovered be the Buyer the Seller shall eliminate the defects free of charge if defects are discovered within 30 (thirty) days after provided Survives to the Buyer.</p> <p>4.3. If any defects are discovered i.a.w. clause 4.2. the Buyer shall issue a claim and the Seller shall review such claim within 7 days.</p>
<p><b>5. Обстоятельства непреодолимой силы</b></p> <p>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, решение правительства, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно в течение 24 часов 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 силы только, если они не вызваны виновными действиями или бездействиями Сторон.</p>	<p><b>5.Force Major</b></p> <p>Neither party shall be liable for full or partial non-fulfillment of any of their obligations if this non-fulfillment is caused by any circumstances like Acts of God, war (whether declared or not), civil commotion, transport accidents, act 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 immediately (within 24 hours) the other Party accordingly in writing, and time period for fulfilment of such obligation shall be extended for the period of occurrence of the circumstance. Force-majeure circumstances may be deemed to be justification for non-fulfilment of an obligation hereunder only in case of such written notification. Fires, blackouts, information system malfunctions, and strikes shall be deemed to be force majeure only if they are not caused by faulty actions or omissions of the Parties.</p>
<p><b>6. Действие</b></p> <p>6.1 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>6.2 Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и останется в силе до 30.06.2018. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 календарных</p>	<p><b>6.Validity</b></p> <p>6.1 The present Contract is the only valid binding Contract between the Parties for the subject hereof and supersedes all other conditions binding upon Parties arising in relation with the subject hereof.</p> <p>6.2 The Contract shall come into force when signed by authorized representatives of both Parties and shall be valid until the 30.08.2018. The Parties may terminate this Contract at any time by a 60-day's prior written notice.</p>

<p>дней.</p> <p>6.3 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>6.4 Стороны будут письменно уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными. Дополнений настоящего договора в таких случаях требоваться не будет.</p>	<p>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.</p> <p>6.4 Parties shall inform each other about any changes in their bank details, headquarters and other circumstances they deem to be important in writing. In such cases no addendums to the present Contract are required.</p>
<p><b>7. Подсудность и Управляющее законодательство</b></p> <p>7.1. В случае любого спора в отношении этого соглашения, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к арбитражному суду в _____. Язык рассмотрения такого спора будет _____. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.</p> <p>7.2. Положения этого договора истолковываются по соответствующим законам страны нахождения Исполнителя.</p> <p>7.3. Не позднее даты подписания настоящего договора Исполнитель обязан предоставить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов.</p> <p>В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Исполнителя, он обязан незамедлительно уведомить об этом Заказчика с приложением подтверждающих документов.</p> <p>7.4. 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><b>7. Jurisdiction and Governing Laws</b></p> <p>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.</p> <p>7.2 Provisions of the present Contract shall be interpreted according to applicable laws of the Seller's country.</p> <p>7.3 Not later than the date of signing this Contract, the Seller shall provide the Buyer with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Appendix No. 1 to this contract, with the provision of supporting documents.</p> <p>In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Seller, he is obliged to immediately notify the Buyer about this with the attachment of supporting documents.</p> <p>7.4 In case of any disagreement on the text of the Contract, the parties shall be guided by the text, certified by the stamp of the Buyer legal department or contained in the sewn and certified Contract.</p>
<p><b>8. Антикоррупционная оговорка</b></p> <p>8.1. 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,</p>	<p><b>8. Anti-Corruption Clause</b></p> <p>8.1. In the performance of their obligations under the Contract, the Parties, their employees shall not pay, offer to pay or authorize to pay any money or valuables, directly or indirectly, to any persons for rendering influence on actions or decisions of such</p>

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.

8.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 9.1, 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, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 (тридцати) календарных дней с даты получения письменного уведомления.

8.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 9.1, 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

persons so that to get any unlawful advantages or other unlawful purposes.

In the performance of their obligations under the Contracts, the Parties, their employees shall not undertake actions which are defined under laws applicable for the purposes of the Contract as giving/taking bribe, commercial bribery, illegal remuneration, abuse of authorities, as well as actions that violate applicable legal requirements and international acts on counteraction to legalization (laundering) of proceeds from crime.

8.2. If suspicions arise with the Party that it has occurred or might occur a breach of any provision of clause 8.1, the respective Party shall notify the other Party in writing. In such written notice the Party shall refer to facts or submit materials reliably evidencing or giving a reason to believe that it has occurred or might occur a breach of any provision of clause 9.1 by the other Party, its employees which are expressed in actions defined by applicable laws as giving or taking bribery, commercial bribery as well as in actions breaching the requirements of applicable laws and international acts on counteraction to legalization (laundering) of proceeds from crime. After receipt of a written notice the Party to whom it is sent shall forward a confirmation that no breach has occurred or will occur. Such confirmation shall be sent within 30 (thirty) calendar days after the receipt date of such written notice.

8.3. Should either Party fail to meet obligations to refrain from actions referred to in clause 9.1, the other Party may terminate the Contract unilaterally in the out of court procedure by sending a written notice on such termination. The Contract shall be deemed terminated upon expiry of 30 (thirty) calendar days after the receipt date of the relevant written notice by the Party on termination of the Contract. The Party initiated the termination of the Contract in accordance with the provisions of this clause, may request compensation for actual damage arisen as a result of such termination. Such damage compensation period shall be 30 (thirty) calendar days of the receipt date of the relevant claim of the Party initiated such termination of the

расторжения Договора. Срок возмещения ущерба составляет 30 (тридцати) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.	Contract.
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**Подписи сторон:**

**От имени АО «Авиакомпания  
«Россия»:**

**От имени TBD:**

Имя: \_\_\_\_\_

Имя: \_\_\_\_\_

Должность: \_\_\_\_\_

Должность: \_\_\_\_\_

Подпись: \_\_\_\_\_

Подпись: \_\_\_\_\_

Дата: \_\_\_\_\_

Дата: \_\_\_\_\_

**Signatures of the Parties**

**For and on behalf of JSC Rossiya airlines**

**For and on behalf of TBD:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

Приложение 1 к Договору \_\_\_\_\_  
ИНФОРМАЦИЯ О КОНТРАГЕНТЕ

№ п/п	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)						Информация о цепочке собственников контрагента, включая бенефициаров (в том числе конечных)						
	ИНН	ОГРН	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Орган и номер документа, удостоверяющего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенные условия	№ п/п	ИНН	ОГРН	Наименование/ ФИО	Адрес регистрации	Серия и номер документа, удостоверяющего личность (или физического лица)	Руководитель/ участник/ акционер/ бенефициар/ данные об Подрядчикном органе	Информация о подтверждающих документах (наименование, реквизиты и т.д.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1												1							
												1.1.							
												1.2.							
												2							

Примечание: 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня); 1.1.2, 1.2.1 и т.д. – собственники организаций 1.1, 1.2 (собственники второго уровня) и далее – по аналогичной схеме до конечного бенефициарного собственника.

\_\_\_\_\_  
\_\_\_\_\_/ (ФИО) ..... /дата/  
М.П.

### СПЕЦИФИКАЦИЯ (ЗАКАЗ)

Настоящая Спецификация (Заказ) вступает в силу с момента подписания обеими Сторонами и составляет неотъемлемую часть договора №\_\_\_\_\_ от \_\_\_\_\_.

This Specification (Order) becomes valid, being signed by both Parties and constitutes an integral part of the Contract №\_\_\_\_\_ from \_\_\_\_\_.

Описание	Кол-во
Пакет документации для установки детских люлек P/N 7250-44C BABY BASSINET для 16 ВС Boeing 737-800 (VQ-BJX, VQ-BSS, VQ-BSR, VQ-BPX, VQ-BUE, VQ-BUF, VQ-BVU, VQ-BVV, VQ-BWJ, VP-BGQ, VP-BGR, VP-BUS, VP-BOA, VP-BOB, VP-BOD, VP-BOH) и разделителя (WINDSCREEN) пассажирской кабины от передней рабочей станции бортпроводников с установкой трека для шторной перегородки в проходе перед передней кухней (между G2 и divider) для 4 ВС Boeing 737-800 (VQ-BSS, VQ-BSR, VQ-BPX, VQ-BJX) включая новый EEL и LOPA, где необходимо, в соответствии с конфигурациями ВС	Не определено
Разделитель жесткий с дополнительными створками для проноса носилок с лежащим больным (UNDERBIN WINDSCREEN, STA350) для 3 ВС B737 (VQ-BSR, VQ-BSS, VQ-BJX)	Не определено
Разделитель жесткий с дополнительными створками для проноса носилок с лежащим больным (FULL HEIGHT WINDSCREEN, STA350) для 1 ВС B737 (VQ-BPX)	Не определено
Трек для шторной перегородки для 3 ВС B737 (VQ-BSR, VQ-BSS, VQ-BPX)	Не определено
Крепление или необходимый набор деталей (комплект) для установки детских люлек и их хранения, а также для установки разделителя и трека для шторной перегородки, за исключением перечисленных в п 3.1.1 (BABY BASSINET P/N 7250-44C, CARRY CASE P/N 7260-44, FITTING - PLUG P/N 1600-03, SLEEVE - FITTING P/N 1600-20)	Не определено
Изменении схем размещения аварийного-спасательного оборудования на ВС согласно выполненным модификациям и внутренним требованиям «Авиакомпания «Россия»	Не определено

Особые требования:

Во всех разделителях должна быть реализована возможность проноса носилок в салон ВС

Special requirements: In all separators, the possibility of transferring stretchers to the cockpit of an aircraft

Документация должна быть направлена по e-mail: [Kulnev@rossiya-airlines.com](mailto:Kulnev@rossiya-airlines.com),  
[I.Bugaenko@rossiya-airlines.com](mailto:I.Bugaenko@rossiya-airlines.com), [A.Y.Rodionov@rossiya-airlines.com](mailto:A.Y.Rodionov@rossiya-airlines.com),  
[D.Pogorelov@rossiya-airlines.com](mailto:D.Pogorelov@rossiya-airlines.com), [Tech.Liabrary.VKO@rossiya-airlines.com](mailto:Tech.Liabrary.VKO@rossiya-airlines.com)

The documentation should be sent by e-mail: [Kulnev@rossiya-airlines.com](mailto:Kulnev@rossiya-airlines.com),  
[I.Bugaenko@rossiya-airlines.com](mailto:I.Bugaenko@rossiya-airlines.com), [A.Y.Rodionov@rossiya-airlines.com](mailto:A.Y.Rodionov@rossiya-airlines.com),  
[D.Pogorelov@rossiya-airlines.com](mailto:D.Pogorelov@rossiya-airlines.com), [Tech.Liabrary.VKO@rossiya-airlines.com](mailto:Tech.Liabrary.VKO@rossiya-airlines.com)

Ориентировочная дата отправки: не позднее, чем 31.09.2017, либо иная дата по согласованию Сторон.

Approximately date of delivery shall be up to no later than 30.09.2017 or other date mutually agreed between Parties.

**Подписи сторон**

**От имени АО «Авиакомпания «Россия»:**    **От имени TBD:**

Имя:	_____	Имя:	_____
Должность:	_____	Должность:	_____
Подпись:	_____	Подпись:	_____
Дата:	_____	Дата:	_____

**Signatures of the Parties**

**For and on behalf of JSC Rossiya airlines**    **For and on behalf of TBD:**

Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____