

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

«\_\_\_\_\_» \_\_\_\_\_ 201\_\_ г.

## PROCUREMENT DOCUMENTATION

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

Purchase of equipment through exchange for modernization of the aircraft to meet the requirements of FANS 1/A and Eurocontrol Link 2000+ for B-777

To be conducted in accordance of Federal law No.223-FZ “Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities” and the Regulation on Procurement of Goods, Works, and Services (P 20-33-17, 3 edition)

**Determination of Bidding Specific Features:** Not anticipated

**Determination of priority:** Giving priority to goods of Russian origin, work and services performed or rendered by Russian persons in accordance with the Russian Federation Government of 16.09.2016 № 925.

### 1. General Conditions

The procurement documentation is an invitation intended to general public to present proposals for procurement procedure:

This procedure includes  1  lot(s).

<b>Lot No.</b>	1				
<b>Designation of subject of the contract (lot):</b>	<b>Equipment for modernization of the aircraft to meet the requirements of FANS 1/A and Eurocontrol Link 2000+ for B-777</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>
170 000	USD	3	PCs.	30.30.50.110	30.30
<b>Place of delivery/performance of work/service provision (address):</b>	MRO organization carrying out the modification				

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

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

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

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

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

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

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

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

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

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

Time and date of bids submission beginning	18.00 Moscow time «17» of July 2017.
Time and date of bids submission deadline:	10.00 Moscow time «01» of August 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 «08» of August 2017.

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

Kharevich Irina Aleksandrovna

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

e-mail: [tender@rossiya-airlines.com](mailto:tender@rossiya-airlines.com)

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

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

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

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

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

2.4.4. To submit, within week term from the date of posting a protocol determining the bidder's right for entering into a contract with the customer, information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents according to the form provided in Appendix B to the Policy of Procurement of Goods, Work, and Services by Rossiya Airlines JSC (except for procurement parties that are government bodies, state and municipal institutions, and unitary enterprises).

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

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

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

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

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

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

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

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

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

Payment method shall be bank transfer.

Payment due dates and procedure: 100% of the price shall be paid by the Customer within 30 calendar days from the date of fulfillment of the Contractor's obligations under the Agreement and issue of the invoice by the Contractor.

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

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

4.2. Requirements to contractual capacity of Procurement Bidders:

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

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

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

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

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

have been are recognized as uncollectibles in accordance with the tax and levy legislation of the Russian Federation) for recent calendar year.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.8.2. Possibility of subcontracting: not anticipated

5.9. Lot separability: not anticipated

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

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

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

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

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

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

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

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

Bid of procurement bidder will be rejected in case:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

evaluation stage, shall post notification about extension of appropriate time period in the unified information system.

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

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

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

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

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

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

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

## **8. Final provisions**

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

## **9. Appendices**

Appendix 1	Bidder's Questionnaire
Appendix 2	Application for Participation in the Procedure
Appendix 3	Terms of Reference
Appendix 4	Draft Contract



<p>3. Certificates of no outstanding tax liability to the budgets of all level and insurance deductions issued by appropriate divisions of the Federal tax Service no earlier than 20 days before the deadline for receipt of applications. (this requirement does not cover bidders that are non-Russian residents).</p>	
<p>4. Documents confirming right of the procurement bidder to deliver goods not produced by him, supported by corporate guarantees of the goods manufacturer (originals or copies)</p>	
<p>5. Document confirming powers of the person to perform actions on behalf of the procurement bidder - the legal entity (copy of the decision on appointment or election or order on appointment of a physical person to a position, according to which such physical person has rights to act on behalf of the procurement bidder without power of attorney (hereinafter also referred to the - the chief executive officer). If the procurement bidder is represented by any other person acting on behalf of them, the bid shall also contain the power of attorney to act on behalf of the procurement bidder certified by the procurement bidder's seal (for legal entities) and signed by the chief executive officer of the procurement bidder or a person authorized by this chief executive officer, or the notarized copy of such power of attorney. In case the above-mentioned power of attorney is signed by person authorized by the chief executive officer of the procurement bidder the bid shall also include a document to confirm power of such person.</p>	
<p>6. Copies of accounting records: for Russian legal entities – copies of balance sheet, statement of financial results including all attachments thereto, for the recent reporting period except for newly registered companies (for foreign companies – copies of documents similar to balance sheet and statement of financial results).</p>	
<p>7. Copies of documents confirming the right to run certain operations (licenses, etc.) in cases permitted by the applicable legislation of the Russian Federation and/or confirming the goods and services compliance to certification requirements.</p>	
<p>8. Copies of notification about application of the simplified taxation system (STS) or notification letter of the bidder about application of the STS bearing a seal of a tax authority (where applicable), supporting by the tax declaration for the tax paid in connection with application of the STS, for the recent year.</p>	
<p>9. Information on non-availability/availability affiliation of the procurement bidder with Rossiya Airlines JSC employees and their close relatives (spouses, children, parents, brothers and sisters).</p>	
<p>10. Brief background of the company's activities.</p>	
<p>11. Copies of audit reports (if any).</p>	
<p>12. For a group (several persons) of persons acting for the procurement bidder, an original or a notarized copy of the document confirming consolidation of the persons acting for the procurement bidder as a group, and the right of the certain procurement bidder to participate in the procedure on behalf of a group of persons including right to submit application for bidding, to sign protocols and contract shall be also provided.</p>	
<p>13. Description of the goods to be delivered, their functional characteristics, quantity and quality characteristics (if the goods are a procurement subject) or description of the work to be performed, or description of the service to be rendered (if subject of the procurement is work or service), their quantity and quality characteristics.</p>	

14. <sup>3</sup>	
<b>5. Contact person</b>	
<i>(specify name, surname, phone, fax, e-mail)</i>	
<p><b>The bidder hereby confirms accuracy of all information stated in the Questionnaire and agrees with all conditions specified in the procurement documentation related to the procurement procedure:</b></p>	
<i>(state designation of procedure)</i>	
<p><i>(position of the chief executive officer)</i></p> <p>Date of compilation</p>	<p style="text-align: center;"><i>(signature)</i></p> <p style="text-align: center;"><b>Stamp</b></p> <p style="text-align: center;">« _____ » _____</p> <p style="text-align: center;"><i>(DD) (MM) (YYYY)</i></p>
	<i>(state name)</i>

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

**Appendix 2  
to the Procurement Documentation**

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

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

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

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

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

**Terms of Reference**

**for the purchase of equipment through exchange for modernization of the aircraft to meet the requirements of FANS 1/A and Eurocontrol Link 2000+ for B-777**

**1. Payment Method, Due Date, and Procedure**

1.1. The payment shall be made by bank transfer.

1.2. Payment Due Date and Procedure:

100% of the price shall be paid by the Customer within 30 calendar days from the date of fulfillment of the Contractor's obligations under the Agreement and issue of the invoice by the Contractor.

**2. Timeframe of the Work**

2.1. MRO organization carrying out the modification (the destination will be determined according to the results of a tender to carry out heavy maintenance of the aircraft).

2.2. Delivery terms:

- FCA shipment airport (Incoterms 2010)

The equipment shall be packed and prepared for transportation and have all the necessary documents for export.

2.3. Delivery Date:

Aircraft	No later than:
MSN 28515 EI-UNL	October 1, 2017

The notice shall be sent one week prior to the Equipment being ready for shipment to the following address: [logistics-VKO@rossiya-airlines.com](mailto:logistics-VKO@rossiya-airlines.com)

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

- Certificates
- Packing list with information about the shipment content.
- Commercial and transportation invoice shall include (if applicable) for the purposes of customs clearance: the product description, unit price and total cost, a reference hereto, delivery and payment terms, the route, and the carrier's details.

**3. Equipment list:** in accordance with schedule A hereto.

**4. Technical Specification**

4.1. Radio Tuning Panel

- Certified by the aircraft manufacturer (Boeing) for installation on Boeing 777-300;
- Possibility to control the VHF R/T unit with support for ARINC 750 Very High Frequency (VHF) Data Link (VDL) Mode 2

- Unit status: Factory New or Overhaul
- Panel frame color: brown (BRN)
- Exchange of the currently installed Radio Tuning Panels P/N 285W0114-3 with the panels specified in Schedule A hereto

4.2. Warranty: at least 12 months

#### **5. Commercial specification**

The supplier shall submit the price and the exchange conditions for each unit in US dollars. The offer shall be exclusive without third parties engaged. The procurement participant has the right to propose their own draft of the agreement, provided that all the obligatory conditions directly specified in the procurement documentation are met.

#### **6. GOST application**

There are no state standards for this kind of component because this equipment must have a dual release EASA certificate FORM ONE or FAA 8130.

**Schedule A**  
**To the Terms of Reference**

**Lot 1:**

	P/N	Alternate P/N	Name	Q-ty	Conditions of the spare part
1	285W0114-5	N/A	Radio Tuning Panel	3	Factory New or Overhaul

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

**Draft Contract**  
**for the purchase of equipment through exchange for modernization of the aircraft**  
**to meet the requirements of FANS 1/A and Eurocontrol Link 2000+ for B-777**

between TBD with the principal location at TBD hereinafter referred to as the "Contractor", and Rossiya Airlines JSC with the principal location at Ulitsa Pilotov 18/4, St Petersburg, 196210, Russian Federation, hereinafter referred to as the "Customer"; jointly referred to as the "Parties" and separately as the "Party", entered into this Agreement as follows:

**1. Scope of Contract**

Delivery of positions through exchange (hereinafter referred to as the "Products") described in the Specification (order) hereto.

**2. Delivery, Packing, and Deadline**

2.1. The terms, period and destination of delivery of the Products shall be specified in the Specification (order) attached hereto which may be amended upon the Parties' written consent.

2.2 The Contractor shall provide the Products within the period set forth in the Specification (order) attached hereto or within any other period agreed upon by the Parties. Failure to meet the deadline in case of no force majeure as determined in chapter 5 hereof shall be considered a material breach hereof and may be the grounds for the fines indicated in clause 3.6 therefore.

2.3 The Contractor shall pack the Products for the Customer free of charge to avoid any damage during the entire transportation to the Customer.

2.4 Unless otherwise agreed upon by the Parties in writing, the title to the Products (with the accompanying risks) which is the scope hereof shall lapse from the Contractor to the Customer when received by the latter or by the carrier appointed by it.

2.5 Unless otherwise duly agreed upon by the Parties, the Products shall be supplied with the following documentation:

- the manufacturer's certificates of conformity, EASA Form 1 or FAA FORM 8130-3;
- packing list containing the necessary information about the goods;
- a commercial and a transportation invoice shall include (if applicable) for the purposes of customs clearance: the product description, unit price and total cost, a reference hereto, delivery and payment terms, the route, and the carrier's details.

**3. Payment Method, Due Date, and Procedure**

3.1 The payment method shall be settlement by a bank transfer.

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

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

The currency hereof \_\_\_\_\_

3.2 Payment Due Date and Procedure:

100% of the price shall be paid by the Customer within 30 calendar days from the date of fulfillment of the Contractor's obligations under the Agreement and issue of the

invoice by the Contractor. Invoices shall be sent by the Contractor to the e-mail: amd9@rossiya-airlines.com.

3.3 This procedure shall be applied to other payments by the Parties hereunder, unless otherwise agreed upon by the Parties in writing.

3.4 Taxes to any prices covered hereby shall be imposed or not imposed pursuant to the current taxation legislation. The Parties shall pay their taxes in the relevant jurisdictions; the Parties shall not be liable for any other taxes.

3.5 The Parties shall pay bank fees, if any, imposed by the relevant banks. For the avoidance of doubt, the Parties shall not pay any bank fee imposed by the other Party's bank.

3.6. In case of delay in delivery of Materials the Seller shall pay the Buyer penalty at the rate of 0.1% of cost of delayed Materials for each day of such delay till the date of actual Material delivery.

3.7. Upon the Contractor's approval, the Customer may, during the performance hereof, change by 20% maximum the quantity of all the products provided for hereby, of the scope of the work, services provided for in case of changes in the demand for products, work, services concerning which delivery, completion, rendering the contract is entered into within the limits indicated in the procurement documentation as well as in case of determining the demand for additional work and services not provided for hereby but related to such work, services provided for hereby. In such a case, the value of the relevant Specification (order) shall be changed accordingly.

3.8. The parties have agreed that the total value of the services provided hereunder will be no more than TBD for the whole term. The contractual amount specified above is a limit and shall not be considered a mandatory amount for which the Parties undertake to order/provide services. VAT shall be charged in compliance with the applicable legislation.

#### **4. Warranty**

4.1 The Contractor shall guarantee that the Products or services delivered/rendered to the Customer shall not have defects of material, workmanship or the possibility of intended use. The Contractor shall transfer to the Customer any warranty received from third parties in relation to the Products free of charge.

4.2 The period of the warranty indicated in this clause 4.1 shall be at least 12 months.

4.3. If the Customer detects an alleged violation of the warranty indicated in this clause 4.1; and the Contractor acknowledges the violation as indicated in this clause 4.5; the Contractor shall remedy the warranty violation by replacing the item of the Product with the defect for the Customer free of charge; or shall render the Customer the service improperly rendered free of charge so that the new Product or the Service newly rendered be free from defects of material, workmanship or the possibility of intended use.

4.4 The Contractor's warranty liability hereunder shall be limited to replacement or repair (the selection of which shall be approved by the Customer) of the item of the Product with the defect and to the expenses for its transportation and accompanying insurance; or to rendering the Service anew.

4.5 Within seven calendar days, the Customer shall advise the Contractor of detecting an alleged violation of the warranty indicated in this clause 4.1 by sending the Contractor a written notice of the event indicating the circumstances related thereto: then the Contractor shall decide reasonably within 14 calendar days if the event is a

warranty violation hereunder. If the Contractor fails to respond within 14 calendar days upon receiving the notice of the alleged warranty violation, this violation shall be deemed acknowledged by the Contractor. The Parties may agree upon another period for this decision of the Contractor for certain cases in writing. The Contractor may transfer to the Customer a sample that the Contractor uses in such cases; and in such a case it shall be used. The dates of the Customer's notice concerning the alleged warranty violation and the Contractor's decision coming into effect (according to the description in clause 4.5 hereof) shall be deemed depending on what happens first:

(i) the day of sending and receiving (by the representative of the other Party authorized thereto) the message by e-mail; or

(ii) the day of accepting in case of their sending by the first-class mail against receipt or by a similar method but with the notice of receipt in any case.

4.6 The period of the warranty indicated in this clause 4.1, in case of its violation proven, shall be extended by the time which has passed from the day on which the Customer advised the Contractor of the alleged violation until the day on which the Contractor shall remedy the violation inclusive.

4.7 The Customer may receive the Products and the services from the Contractor within the warranty obligations indicated in clause 4.4 in relation to the Products. Their delivery shall be accompanied with the necessary certificates and technical documentation under clause 2.5 hereof.

## **5. Force Majeure**

Neither Party shall be held liable for complete or partial failure to satisfy and discharge any of their obligations if the failure is determined by such circumstances as natural disasters, war (declared or not), civil commotion, transport accidents, governmental resolutions, import and export prohibition arising upon entering into this Contract. If such force majeure directly affects satisfaction of the obligations hereof, the affected Party shall advise the other one thereof in writing immediately within 24 hours, and the period to satisfy and discharge the obligation shall be extended by the time during which the force majeure exists.

Without the written notice, the force majeure may not serve as the justification of failure to satisfy and discharge the obligation. Fire, power outages, failures of information systems, and strikes shall be deemed force majeure only if they are not the result of the Parties' guilty acts or inaction.

## **6. Validity**

6.1 This Contract shall be the only valid binding agreement of the Parties concerning the scope stipulated herein, and it shall eliminate any other binding conditions arising in connection with the scope stipulated herein.

6.2 The Contract shall become effective when signed by the authorized persons of the both Parties and shall remain in force until August 30, 2018. The Parties may cancel this Contract at any time with a written notice sent 60 calendar days in advance.

6.3 If the Parties still have obligations hereunder at the moment of cancellation hereof, such obligations shall be satisfied and discharged within 30 calendar days or another period of time upon the Parties' written consent.

6.4 The Parties shall advise one another of any changes of their bank details, principal locations, and other circumstances which they shall consider important, Addenda hereto shall not be necessary in such cases.

## **7. Jurisdiction and Governing Law**

7.1. In case of any dispute concerning this Contract, the Parties shall attempt to find a solution by bona fide negotiations. If such negotiations are unsuccessful within 60 calendar days, the Parties shall submit to an arbitration tribunal in \_\_\_\_\_ . The language of the dispute consideration shall be \_\_\_\_\_. The tribunal's judgment concerning the dispute shall be final and binding upon the Parties.

7.2. The provision hereof shall be interpreted under the relevant legislation of the Contractor's country of origin.

7.3. On or before the date of signing this Contract, the Contractor shall provide to the Customer data concerning the complete chain of its owners (beneficiaries), including ultimate beneficiaries, as well as concerning the composition of its executive bodies in the form of Schedule 1 hereto with confirmation documents provided.

In case of any changes in the above chain of owners, including ultimate beneficiaries, or in the composition of the Contractor's executive bodies, the Contractor shall advise the Customer thereof with confirmation documents attached.

7.4. If any disagreement arises concerning the text hereof, the parties shall be guided by the text certified with the stamp of the Customer's legal department or contained in the bound and certified Contract.

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

8.1. While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.

While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.

8.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 8.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 8.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

8.3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 8.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the

date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

**Signatures of the Parties**

**For Rossiya Airlines JSC**

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

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

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

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

**For TBD:**

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

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

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

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

**Schedule 1**  
**to the Draft Contract**

**SPECIFICATION (ORDER)**

This **Specification (Order)** shall become effective when signed by the both Parties and shall be an integral part of Contract No. \_\_\_\_\_ dd. \_\_\_\_\_ .

**Equipment list:**

	P/N	Alternate P/N	Name	Q-ty	Conditions of the spare part
1	285W0114-5	N/A	Radio Tuning Panel	3	Factory New or Overhaul

Approximate shipment date: by October 1, 2017, or another date agreed by the Parties.

**Delivery terms:** Delivery under this Contract shall be effected on the terms of FCA shipment airport (Incoterms 2010); DAP Contractor's location (under Incoterms 2010) from the Customer to the Contractor, if applicable; and it may be effected to other destinations in the both directions and on other terms upon the Parties' written consent.

**Destination:** TBD

Information about the shipment date shall be sent by mail one week in advance at the latest: : [logistics-VKO@rossiya-airlines.com](mailto:logistics-VKO@rossiya-airlines.com), [LD-VKO@rossiya-airlines.com](mailto:LD-VKO@rossiya-airlines.com).

**Signatures of the Parties**

**For Rossiya Airlines JSC**

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

**For TBD:**

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

Schedule 2 to Contract \_\_\_\_\_  
**INFORMATION ABOUT COUNTERPARTY**

No.	Counterparty name (Taxpayer Identification No. (INN), activity)						Contract (details, scope, price, validity, and other material terms)					No.	Information about the chain of the counterparty's owners, including beneficiaries (ultimate beneficiaries, among others)						
	Taxpayer Identification No. (INN)	Primary State Registration No. (OGRN)	Counterparty name	OKVED (Russian National Classifier of Economic Activities) code	CEO's full name	Agency and number of the CEO's identification document	Number and date	Scope of Contract	Price (RUB mln)	Validity	Other material terms		Taxpayer Identification No. (INN)	Primary State Registration No. (OGRN)	Company name / full name	Registration address	Series and number of the identification document (for a natural person)	CEO / member / shareholder / beneficiary / data of contractor agency	Information about confirmation documents (name, details etc.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1												1							
												1.1.							
												1.2.							
												2							

Note: 1.1, 1.2 – owners of the counterparty under the contract (first-level owners); 1.1.2, 1.2.1 etc. – owners of organizations 1.1, 1.2 (second-level owners) and so on – according to the similar scheme to the ultimate beneficiary owner.

\_\_\_\_\_  
 \_\_\_\_\_ (name) ...../date/  
 Seal here