

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**

Purchase of an APU PW901A for B744 Aircraft

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.

Lot No.		1			
Designation of subject of the contract (lot):		Purchase of an APU PW901A for B744 Aircraft.			
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
450 000,00	USD	1	e.a.	30.30.12.110	30.30
Place of delivery/performance of work/service provision (address):		A-Technics LLC Stock, Terminal D, Vnukovo Airport, Moscow, Russia			

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 and documentation about the request for proposal are made later than one business day prior to deadline for submission of bids for the request for proposal, time period of submission of bids for request for proposal shall be extended so that such time period is at least three business days between the date of posting the changes made to the notice 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 13 JUN 2017
Time and date of bids submission deadline	10.00 Moscow time 22 JUN 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 27 JUN 2017

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

Mrs. Irina Kharevich  
Lead Economist of Tender Department, Rossiya Airlines JSC  
Phone: +7(812) 6-333-949 or +7 (812) 633-39-99 extension 2463  
E-mail: [tender@rossiya-airlines.com](mailto:tender@rossiya-airlines.com)

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

Mr. Evgeny Lazarev  
 Power plant group leader, Rossiya Airlines JSC  
 Phone: +7 (812) 633-39-99 extension 5559  
 E-mail: [e.lazarev@rossiya-airlines.com](mailto:e.lazarev@rossiya-airlines.com)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment method shall be bank transfer.

Payment due dates and procedure: 100% of goods cost shall be payable within 45 calendar days from the date of goods delivery.

**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 an 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 US dollar

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:

- Location of the Seller's Stock
- APU Selling Price, USD
- TSPSR (TSN), APU hours
- Life Remaining on Critical LLP, APU cycles
- APU Delivery Lead Time, calendar days

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:

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

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

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

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

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

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

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

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

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

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

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

Criterion	The procedure for calculating the points for the criterion	Maximum number of points
Criterion 1 APU Selling Price, USD	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assesses the proposal of a participant; - $K$ - the maximum number of points assigned to this criteria in accordance with the cell to the right.	60
Criterion 2 TSPSR (TSN),	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where:	25

APU hours	<ul style="list-style-type: none"> <li>- <math>S_{base}</math> - the best (lowest) of all the proposals of the participants;</li> <li>- <math>S_{prop}</math> - assesses the proposal of a participant;</li> <li>- <math>K</math> - the maximum number of points assigned to this criteria in accordance with the cell to the right.</li> </ul>	
Criterion 3 Life remaining on critical LLP, APU cycles	To calculate the number of points using the formula: $S_{prop} / S_{base} \times K$ , where: <ul style="list-style-type: none"> <li>- <math>S_{base}</math> - the best (maximum) of all the proposals of the participants;</li> <li>- <math>S_{prop}</math> - assesses the proposal of a participant;</li> <li>- <math>K</math> - the maximum number of points assigned to this criteria in accordance with the cell to the right.</li> </ul>	10
Criterion 4 APU Delivery lead time, calendar days	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: <ul style="list-style-type: none"> <li>- <math>S_{base}</math> - the best (lowest) of all the proposals of the participants;</li> <li>- <math>S_{prop}</math> - assesses the proposal of a participant;</li> <li>- <math>K</math> - the maximum number of points assigned to this criteria in accordance with the cell to the right.</li> </ul>	5
Maximum final score		100

When exported from the warehouse of the supplier the contract price is calculated according to the following formula:

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

where:

$N$  – the price of the contract

$P$  - the value proposition of the provider.

$T1$  - charges for customs clearance.

$T2$  - customs duties.

$T3$  - cost of services of the customs representative.

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

$D$  - the cost of transportation.

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

6.7. Placing final score to a bid:

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

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

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

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

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

If during evaluation and benchmarking of bids for request for price quotation the bidding commission needs to extend time period of pre-qualification and/or evaluation stage specified as periods of review of proposal submitted by the procurement parties and



summarizing procurement results in the notice for the request for proposal, the customer, within one working day from the date when the bidding commission decided to extend time period of the pre-qualification and/or evaluation stage, shall post notification about extension of appropriate time period in the unified information system.

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

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

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

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

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

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

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

## **8. Final provisions**

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

## **9. Appendices**

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

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

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

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

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

register).	
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).	
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)	
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.	
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).	
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.	
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.	
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).	
10. Brief background of the company's activities.	
11. Copies of audit reports (if any).	
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.	
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.	
14. <sup>3</sup>	
<b>5. Contact person</b> <div style="text-align: right;">_____ (specify name, surname, phone, fax, e-mail)</div> <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>	
_____ (state designation of procedure)	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">             _____ (position of the chief executive officer)           </div> <div style="text-align: center;">             _____ (signature)           </div> <div style="text-align: center;">             _____ (state name)           </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div style="text-align: center;">             Date of compilation           </div> <div style="text-align: center;"> <b>Stamp</b> </div> <div style="text-align: center;">             « _____ » (DD) (MM) (YYYY)           </div> </div>	

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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></b> <b>in the public request for proposal:</b>		
(specify name of the procurement procedure, number of procedure, and lot number, if required)		
1. Having studied conditions and requirements given in the procurement documentation and Policy of Procurement of Goods, Work, and Services of the Customer and accepting requirements and conditions of the request for price quotation procedure and conditions of goods delivery ( work performance, service rendering) stipulated in them		
(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:		
1	Location of the Seller's Stock	(specify)
2	APU Selling Price, USD	(specify)
3	TSPSR (TSN), APU hours	(specify)
4	Life Remaining on Critical LLP, APU cycles	(specify)
5	APU Delivery Lead Time, calendar days	(specify)
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		

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

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 for 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 commercial proposal.		
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 commercial proposal.		
8. In case we are recognised to be the winner of the request 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		
(specify full name of legal entity / name, surname of individual)		
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)
Stamp		
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**  
**Supply of an Auxiliary Power Unit (APU) Model PW901A**  
**for Boeing 747-400 Aircraft**

**1. Terms, Conditions and Procedure of Payment**

- 1.1. The form of payment shall be bank transfer.
- 1.2. Timing and payments method: 100 % the APU price shall be payable by the Buyer within 45 calendar days upon delivery of APU.

**2. Address, Conditions and Terms of Delivery.**

- 2.1. Address of delivery: A-Technics LLC Stock, Terminal D, Vnukovo Airport, Moscow, Russia.
- 2.2. Terms of delivery (Incoterms): EXW Seller's stock, subject to Seller's proposal.
- 2.3. Planned date of delivery: before 31 July 2017. This date may change subject to written consent of the Buyer.
- 2.4. At delivery APU should be accompanied by the following documents in hardcopy and electronic format:
  - Up-to-date EASA FORM ONE or FAA 8130 Dual Release.
  - Up-to-date technical documentation Minipack (LLP Status, AD Status, Accessories list, Missing Parts list, Full Gas Path BSI Report, All Shop Visit reports, Preservation tag, NIS from all operators, MP Tasks Performance list, full back-to-birth records for all installed LLPs, Log Book etc.)
  - Packing List, with part numbers and serial numbers.
  - Customs Invoice with description of the goods, price for each item of the goods and final price, registration number of the Contract, terms of delivery and payment in accordance with the Contract.
  - Certificate of conformity from the Seller with confirmation of proper custody of the goods.

**3. Technical Requirements for APU.**

- 3.1 A successful candidate APU shall meet the following delivery condition requirements:
  - APU model: PW901A
  - APU part number: 3910001-02 or 3910001-03
  - APU shall be delivered on and together with an appropriate transportation stand.
  - APU shall be fully equipped with QEC / LRU.
  - Life remaining on critical LLP(s) shall be not less than 7500 APU cycles.
  - APU shall have accumulated not more than 2000 APU hours since manufacture (TSN) or Since Last Power Section Repair (TSPSR) involving, as a minimum, repair of Combustor, Fuel Nozzles, NGVs, HPT and LPT blades and vanes.
  - The Seller shall ensure APU compliance with all applicable EASA and FAA ADs and mandatory SBs as of planned date of delivery.

- Any and all existing warranties in respect of the APU shall be assignable to the Buyer.
- 3.2 Notwithstanding item 3.1 the Buyer may be willing to consider proposal(s) regardless of satisfaction of the TSPSR / TSN and LLP CR requirements.

#### **4. Requirements for the Proposal.**

4.1 Seller's proposal shall include:

- Location of the Seller's Stock.
- APU Selling Price in USD.
- APU Delivery Lead Time in calendar days since contract signature, which shall include any Shop Visit TAT, in case APU has to be repaired before delivery in order to meet delivery condition requirements.
- TSPSR and TSN in APU hours – current / expected at delivery date.
- Life Remaining on Critical LLP in APU cycles – current / expected at delivery date.

4.2 The most current technical documentation Minipack (ref. item 2.4) should be provided with the bid.

4.3 A party purchase is free to submit its own draft contract, provided it complies with all mandatory conditions as expressly stated in this documentation, and in particular, in this Terms of Reference. In case winner is already in an existing material supply contract with the Buyer, delivery of an APU may be accomplished iaw Buyer's purchase order placed under such existing contract.

#### **5. Compliance with Russian State Standards.**

5.1 Compliance with Russian State Standards (GOST) is not required, as subject APU is of foreign manufacture and intended for use on aircraft of foreign registration, which are maintained under international (EASA/FAA), rules and standards.



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

**Draft Contract**

\_\_\_\_\_ with headquarters at \_\_\_\_\_ hereinafter named as the Seller (ref. Annex B); and „Rossiya Airlines“ JSC, with headquarters at Russian Federation, Saint-Petersburg, 196210, Pilotov street, h. 18, b. 4, hereinafter named as the Buyer; together hereinafter named as the Parties, and as singular the Party: have concluded the Contract \_\_\_\_\_ upon the following:

**1. The Subject of the Contract**

1.1 is purchase of airborne auxiliary power unit (APU) model PW901A part number 3910001-02 or 3910001-03 for a Boeing 747-400 type aircraft (hereinafter – Equipment) i.a.w. Annex A.

1.2 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 i.a.w. 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.

1.3 Total amount hereof reflecting planned scope will not exceed \_\_\_\_\_ USD.

**2. Delivery**

2.1 Deliveries hereunder shall be carried out i.a.w. Annex A and may be carried out in both directions with other conditions and to and from other places by written consent of the Parties.

2.2 The Seller shall FOC for the Buyer pack or arrange for packing the Equipment to be delivered hereunder so as to avoid any damage during whole shipment to the Buyer, and shall provide all necessary documents for export.

2.3 Unless otherwise agreed by the Parties, title to Equipment, where applicable, shall pass to the Buyer upon acceptance thereof by the Buyer or its nominated carrier.

**3. Payment**

3.1 The currency hereof is USD.

3.2 The Parties' bank details are:

The Buyer's:

The Seller's:

3.3 Upon acceptance of the Equipment the Seller shall issue the invoice, payable i.a.w. Annex A, to amd9@rossiya-airlines.com, or such other contact the Parties may from to time agree.

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. The Parties will pay bank charges, if any, imposed by their respective banks. In avoidance of doubt no Party shall settle a bank charge of the other Party.

**4. Warranty**

4.1 The Seller guarantees that the Equipment delivered to the Buyer hereunder shall not have any defects in material, workmanship or aptness to be used to its purpose by the moment of their acceptance by the Buyer.

4.2 Unless otherwise duly agreed by the Parties in writing, the term of the warranty of the 4.1 hereof lasts as given in the Annex A, hereinafter the "Warranty term".

4.3 If the Buyer discovers a breach of the warranty of the 4.1 hereof, and the Seller accepts it pursuant to the 4.4 hereof; the Seller shall rectify such breach by either replacing or repairing of a defected item of Equipment free of charge to the Buyer so that the new/repaired item of the Equipment shall be free from any defects in material, workmanship or possibility to be used to its purpose. The warranty liability of the Seller hereunder is limited to that repair or replacement [the choice between which being subject to the Buyer's resolution] of the defected item of the Equipment, along with costs of its delivery, related insurance, if applicable, and MHRs spent for removal of the defected item of the Equipment and re-installation of the item free from the defect as provided by the Seller i.a.w. hereof; or newly rendered Service, which has been rendered not in compliance with 4.1 hereof.

4.4 The term of the Warranty term hereunder, in case of a proven breach of it, shall be extended to the time ensued from the day, when the Buyer informs the Seller of such breach, through the day, when the Seller rectifies this breach.

## 5. Force majeure

5.1 Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence (whether in act or omission of the respective Party), including but not limited to, war (declared and not), terrorism, insurrections or riots, fires, floods, earthquakes, natural disasters, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, government requisition, restrictions, strikes or labour troubles causing cessation, slowdown or interruption of work, IT systems failures. If any of such circumstances directly affect the fulfilment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts. Without such written notice, a force majeure can be no excuse of a non-fulfilment of an obligation prescribed herein.

## 6. Jurisdiction & Governing law

6.1 In case of any dispute concerning this contract the Parties will try finding the solution in negotiations in good faith. If such negotiations do not have the success within 60 calendar days, the Parties shall refer to arbitration court of the International Chamber of Commerce in London, the UK. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.

6.2 Provisions of this Contract shall be construed with respective laws of the country of the residence of the Seller.

## 7. Validity

7.1 This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof. The contract comes into binding force being signed by authorized representatives of both Parties;

7.2 and remains valid through 31 December 2018.

7.3. The Parties may at any time terminate this Contract by a 30 days prior written notice.

Any termination hereof shall not relieve Parties from any obligation, which they are to fulfill hereunder. Any obligation not fulfilled at the time of any termination hereof shall be fulfilled within 30 working days following such termination or within other term upon written consent of the Parties.

7.4 In case of any dispute about the text hereof Parties refer to the text, which is certified by the stamp of the legal department of the Buyer or in the stitched and certified contract.

7.5 While performing their obligations hereunder Parties, their employees, shall not pay, shall not offer to pay nor shall approve payment of any money or valuables, directly or indirectly, to any persons for influencing actions or decisions of these persons so as to obtain any unlawful preferences or any other unlawful aims. While performing their obligations hereunder Parties, their employees shall not carry out any activities that for the purposes hereof IAW applicable legislation are qualified as giving/taking of bribery, commercial bribery, illegal gratification, abuse of power, as well actions violating applicable law and international treaties on counteraction to legitimizing of proceeds of crime.

7.6 Should a Party suspect that a breach of any provisions of the 7.5 has occurred or may occur, the Party is obliged to inform the other Party in writing. In the notice in writing the Party shall refer to acts or provide materials that reliably confirming that a breach of any provisions of the 7.5 has occurred or may occur as qualified IAW applicable legislation as giving/taking of bribery, commercial bribery, illegal gratification, abuse of power, as well actions violating applicable law and international treaties on counteraction to legitimizing of proceeds of crime. After receiving notice in writing the Parties which is the addressee thereof shall send confirmation that no breach has occurred or may occur.

7.7 Should a Party fail to refrain from actions set forth in the 7.5, the Party is entitled to unilaterally and extrajudicially terminate this contract by sending a termination notice in writing. This contract shall be deemed to be terminated after 30 days upon acceptance of the termination notice. The Party initiating termination hereof IAW this sub-clause is entitled to claim compensation of actual damages resulting from such termination. Term of such compensation is 30 working days upon date of acceptance of the claim from the Party initiating termination hereof.

7.8 The Parties shall inform one the other about any changes in bank details, headquarters and other tidings they deem to be important by means of an official letter. No amendment hereof shall be needed for such cases.

Signatures of the Parties:

For \_\_\_\_\_:

Who:

Position:

When:

For "Rossiya Airlines" JSC:

Who:

Position:

When:

## Annex A

to the contract \_\_\_\_\_ between \_\_\_\_\_ and “Rossiya Airlines” JSC

100 % the contract price shall be payable by the Buyer within 45 calendar days upon delivery of Equipment.

Terms of delivery (Incoterms 2010): EXW Seller’s stock

APU shall meet the following delivery condition requirements:

- APU model: PW901A
- APU part number: 3910001-02 or 3910001-03
- APU shall be delivered on and together with an appropriate transportation stand.
- APU shall be fully equipped with QEC / LRU.
- Life remaining on critical LLP(s) shall be not less than 7500 APU cycles.
- APU shall have accumulated not more than 2000 APU hours since manufacture (TSN) or Since Last Power Section Repair (TSPSR) involving, as a minimum, repair of Combustor, Fuel Nozzles, NGVs, HPT and LPT blades and vanes.
- The Seller shall ensure APU compliance with all applicable EASA and FAA ADs and mandatory SBs as of planned date of delivery.
- Any and all existing warranties in respect of the APU shall be assignable to the Buyer.

At delivery, APU should be accompanied by the following documents in hardcopy and electronic format:

- Up-to-date EASA FORM ONE or FAA 8130 Dual Release.
- Up-to-date technical documentation Minipack (LLP Status, AD Status, Accessories list, Missing Parts list, Full Gas Path BSI Report, All Shop Visit reports, Preservation tag, NIS from all operators, MP Tasks Performance list, full back-to-birth records for all installed LLPs, Log Book etc.)
- Packing List, with part numbers and serial numbers.
- Customs Invoice with description of the Equipment, price for each item of the Equipment and final price, registration number of the Contract, terms of delivery and payment in accordance with the Contract.
- Certificate of conformity from the Seller with confirmation of proper custody of the Equipment.
- APU shall be delivered on, and together with, an appropriate transportation stand.
- APU shall be fully equipped with QEC / LRU.

Signatures of the Parties:

For \_\_\_\_\_:

Who:

Position:

When:

For “Rossiya Airlines” JSC:

Who:

Position:

When:

Annex B to the contract \_\_\_\_\_ between \_\_\_\_\_ and “Rossiya Airlines” JSC

**SELLER OWNERS/BENEFICIARIES INFORMATION FORM**

No	Name of the counterpart					Contract (Bank requisites, Subject Matter, Total Amount, Validity)					No	Owners/beneficiaries data (till the owners/beneficiaries of the last level)						
	taxpayer identification number	state registration number	name of the company	CEO name	CEO ID/ passport details	No. of Contract and entering into force	Subject Matter of Contract	Total Amount	Validity	Bank requisites and legal address		taxpayer identification number	state registration number (for organisation)	name of the owner/beneficiary	registration address	ID (passport details) for individuals	CEO/owner/ shareholder/ beneficiary	List of the documents confirming the info. about owners, shareholders and beneficiaries
1																		

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