

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

« \_\_\_\_ » \_\_\_\_\_ 201\_\_ г.

## PROCUREMENT DOCUMENTATION

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

Modification of emergency ladders in accordance with the requirements of AD 2013-19-13

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 2 lot(s).

Lot No.	1				
Designation of subject of the contract (lot):	Modification of emergency ladders in accordance with the requirements of AD 2013-19-13				
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
8 620 000	RUB	40	unit	30.30.60.190	33.16
Place of delivery/performance of work/service provision (address):	Stock A-Technic, Terminal D, Vnukovo airport, Moscow, Russia				

<b>Lot No.</b>	<b>2</b>				
<b>Designation of subject of the contract (lot):</b>	<b>Modification of emergency ladders in accordance with the requirements of AD 2013-19-13</b>				
<b>Initial (maximum) contractual (lot) price excl. VAT</b>	<b>Currency of contract (lot)</b>	<b>Number (Volume)</b>	<b>Units of measure</b>	<b>Classification as per OKPD2</b>	<b>Classification as per OKVED2</b>
<b>6 515 020</b>	<b>RUB</b>	<b>30</b>	<b>unit</b>	<b>30.30.60.190</b>	<b>33.16</b>
<b>Place of delivery/performance of work/service provision (address):</b>	<b>Stock A-Technic, Terminal D, Vnukovo airport, Moscow, Russia</b>				

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

The Customer does not issue documentation regarding the request for 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 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 quotations or documentation for the request for quotations.

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

If changes to the notice about the request for price quotation are made later than two business days prior to deadline for submission of bids for the request for quotations, time period of submission of bids for request for 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 on procurement in the unified information system and the deadline of submission of bids for the request for quotations.

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for 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 «19».04.2017.
Time and date of bids submission deadline:	10.00 Moscow time «02».05.2017.
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 «11».05.2017.

### **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: <a href="mailto:tender@rossiya-airlines.com">tender@rossiya-airlines.com</a>
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### **2.3. Contact person for Terms of Reference issues:**

Maksimov Sergey Vladimirovich Phone.: +7 (916) 603 15 99 e-mail: <a href="mailto:S.Maksimov@rossiya-airlines.com">S.Maksimov@rossiya-airlines.com</a>
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2.4. For the purpose of bidding for the request for quotations, potential bidder shall compile the bid for the request for quotations executed fully in compliance with the requirements of documentation for the request for quotations. The potential bidder may submit only one bid related to each subject of the request for quotations.

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

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

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

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

2.5.4. To submit, within three days 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 Services by Rossiya Airlines JSC (except for procurement parties that are government bodies, state and municipal institutions, and unitary enterprises).

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

the deadline for submission of bids for request for quotation specified in the request for quotations notice.

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

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

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

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

2.11. If upon the deadline for submission of bids for the request for quotations as specified in the documentation for the request for quotations the Customer receives only one bid for the request for quotations, although the request for 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 quotations and the procurement bidder submitted such bid meet the requirements and provisions stipulated in the documentation for the request for quotations the Customer may enter into a contract with such bidder.

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

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

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

Method of payment shall be non-cash payment.

100% payment of the cost of repairs made by the Customer within 45 calendar days from the moment of fulfilment of the obligations assumed by the Contractor under the contract and issuing the Contractor's account.

**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. Quotation 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 RUB including all taxes and fees.

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

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

5.6. Quotation 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. Quotations shall be submitted for each lot separately.

5.8. Quotation 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

*(specify whether anticipated / not anticipated)*

5.8.2. Possibility of subcontracting

not anticipated

*(specify whether anticipated / not anticipated)*

5.9. Lot separability: not anticipated

*(specify whether anticipated / not anticipated)*

*(specify breakdown of total quantities between several procurement parties)*

5.10. Application software: not anticipated

*(specify whether anticipated / not anticipated)*

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

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

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

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

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

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

Indicators	Evaluation procedure
<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 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 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 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 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 quotations 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:

Criterion	The procedure for calculating the points for the criterion	Maximum number of points
The price of the implementation of AD(Airworthiness Directives)	To calculate the number of points using the formula: $S_{baz} / S_{predl} \times K$ , where: - $S_{baz}$ - the best (lowest) of all the proposals of the participants; - $S_{predl}$ - assesses the proposals of the participants; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below..	65
Repair deadline of AD(Airworthiness Directives)	To calculate the number of points using the formula: $S_{baz} / S_{predl} \times K$ , where: - $S_{baz}$ - the best (lowest) of all the proposals of the participants; - $S_{predl}$ - assesses the proposals of the participants; - $K$ - the maximum number of points assigned to the respective criteria in accordance with the table below.	35
The maximum number of points		100



- 1) In the case of receipt of the quotations by the participant with the DDP delivery basis, the price of the contract for evaluation purposes is accepted as it is listed in the quotations;
- 2) In the case of receipt of the quotations by the participant with the EXW delivery basis the price of the contract (C) is calculated as follows:

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 quotations 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 quotations 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 quotations 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 quotations 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 quotations will be announced the winner.

If more than one bids for the request for quotations include equivalent combinations of contract execution terms and conditions, the bid that has been received before other bids for the request for quotations 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 quotations submitted by the procurement parties and summarizing procurement results in the notice for the request for 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.

6.9. For the purpose of evaluation and benchmarking of the bids for the request for quotations, 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 quotations a Report on the results of the request for quotations shall be issued.

6.11. If the winner of the request for 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 quotations 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 quotations 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 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 quotations to be void**

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

**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>	<b>Lot No.</b>
<i>(state number of procedure)</i>	<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 quotations in the unified information system (for foreign companies – abstract from a trade register).	

<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.

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>	
<p style="text-align: right;">_____ (specify name, surname, phone, fax, e-mail)</p> <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>	
<p style="text-align: center;">_____ (state designation of procedure)</p>	
<p style="text-align: center;">_____ (position of the chief executive officer)</p> <p style="text-align: center;">Date of compilation</p>	<p style="text-align: center;">_____ (signature) _____ (state name)</p> <p style="text-align: center;"><b>Stamp</b></p> <p style="text-align: center;">« _____ » _____ (DD) _____ (MM) _____ (YYYY)</p>

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

**DECLARATION**  
**on the procurement bidder compliance**  
**with criteria of classification as an entity of small and medium-sized business**

We hereby confirm that \_\_\_\_\_  
 (specify name of the procurement bidder)

in accordance with Article 4 of the Federal law Concerning the Development of Small and Medium-Sized Business in the Russian Federation meets the criteria of classification as \_\_\_\_\_  
 (specify small or medium-sized business entity depending on the criteria of classification)

business entity and report the following information:

1. Place of business address (legal address): \_\_\_\_\_.

2. Taxpayer Identification Number / Taxpayer Record Validity Code (KPP): \_\_\_\_\_.

(N, information about date when the document was issued and the authority issued the document)

3. Principal State Registration Number (OGRN): \_\_\_\_\_.

4. Information about availability (non-availability) in the register of small and medium-sized business entities of the constituent entity of the Russian Federation (if such register is maintained by the governmental authority of the constituent entity of the Russian Federation) \_\_\_\_\_.

(name of a notified body, date of registration and register number)

5. Information about compliance with the criteria of classification as small and medium-sized business entities, and information about manufactured goods, work, and services and types of activities <1>:

Item No.	Information designation <2>	Small entities	Medium entities	Indicator
1 <3>	2	3	4	5
1.	Total share in equity (joint-stock) capital (share fund) of the Russian Federation, constituent entity of the Russian Federation, municipalities, public and religious organizations (associations), charitable and other foundations in the equity (joint-stock) capital (share fund) of the specified legal entities shall not exceed twenty five percent (except for total share included into asset composition of joint-stock investment funds, property assets of closed-end investment funds, common property assets of investment partnerships), percent	Max. 25		-
2.	Total share in equity (joint-stock) capital (share fund) of foreign legal entities, percent	Max. 49		-
3.	Total share owned by one or more legal entities that are not small and medium-sized business entities, percent	Max. 49		-
4.	Average number of employees for preceding	up to 100	from 101 to 250	specify number

	calendar year (to be determined considering all employees including those working under civil law contracts or in secondary employment considering actual working hours, employees of representations, branches and other separate divisions of the specified micro-sized enterprise, small enterprise or medium-sized enterprise) for the recent 3 years, persons	inclusive up to 15 for micro-sized enterprise	inclusive	of persons (for each year)
5.	Revenues from sales of goods, work, and services excluding value added tax or book value of assets (depreciated book value of fixed assets and intangible assets) for the recent 3 years, mln. roubles	800 120 per year – for micro-sized enterprise	2000	To be indicated in mln. roubles (for each year)
6.	Information about types of activity of the legal entity according to constituent documents or about types of activity of the physical person recorded in the Unified State Register of Private Entrepreneurs and performing business activity without foundation of a legal entity with indication of the OKVED2 (Russian Classification of Economic Activities) and OKPD2 (Russian National Classification of Products as per Types of Economic Activities) codes	-		
7.	Information about goods, work, and services produced by small and medium-sized business entities with identification of OKVED2 and OKPD2 codes	-		
8.	Information about participation in approved programs of partnership of certain customers with small and medium-sized business entities	yes (no) (if participated – state name of the customer implementing the partnership program)		
9.	Availability of information about the small and medium-sized business entity in the register of partnership program participants	yes (no) (if available - specify name of the customer-holder of the partnership program register)		
10.	Experience of execution of public and municipal contracts, civil agreements of budgetary institutions or agreements signed with legal entities covered by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities”	yes (no) (if any – specify number of executed contracts and total amount)		
11.	Information of experience in production and delivery of products included into the	yes (no)		

	innovative products register	
12.	Information whether the small and medium-sized business entity has status of a person participating in executing of project for creation and support of operation of a territorially separate complex (Skolkovo Innovative Centre)	-
13.	Information that the chief executive officer, members of collegial executive body, chief accountant of the small and medium-sized business entity have no criminal records for crimes in the sphere of economy (except for persons with expired or expunged criminal records), and that no punishment in form of disqualification to hold certain positions or to practise certain professions related to activities of the small and medium-sized business entity, or administrative punishment in form of disqualification has been invoked in relation of the above-mentioned individuals	yes (no)
14.	Information about available data about the small and medium-sized business entity in blacklists of suppliers stipulated by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities and the Federal Law On Contractual System regarding Central and Local Government Procurement of Goods, Works and Services	yes (no)

Company Chief Executive Officer

/\_\_\_\_\_/

(solo trader)

(signature)

\_\_\_\_\_  
Name, position

Stamp

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<1> Category of a small or medium-sized business entity will be changed only when limit values are beyond the limit values specified in item 4 hereof, during 3 successive calendar years.

<2> Restrictions on total share in the equity (joint-stock) capital (share fund) of foreign legal entities, the total share owned by one or more legal entities who are not small and medium-sized business entities do not cover commercial companies and economic partnerships, whose activities are practical use (implementation) of results of intellectual activities (software for electronic computers, databases, inventions, useful models, production prototypes, selection inventions, integrated circuit topographies, know-how, exclusive rights for which belong to shareholders (partners), respectively, of such commercial companies, economic partnerships being budgetary, autonomous research institutions or budget organizations, autonomous organizations, and higher educational institutions; legal entities received a project participant status according to Federal law No.244-FZ Concerning Skolkovo Innovative Center dated September 28, 2010, legal entities where shareholders (partners) are legal entities included in the list of the legal entities providing the state support of innovative activities approved by the Government of the Russian Federation, in forms as stipulated by Federal law No.127-FZ Concerning Science and State Scientific and Technical Policy dated August 23, 1996.

<3> Items 1 - 7 are mandatory and must be filled in.";



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

<b>Application for Bidding <sup>4</sup></b> <b>in the public request for quotations:</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 quotations.						
The commercial proposal:						
Lot №1:						
№	P/N	DESCRIPTION	QTY	Price of AD (Airworthiness Directives) RUB	Repair deadline of AD	Repair place
1	7A1467-26	Emergency escape slide	4			
2	7A1467-25	Emergency escape slide	3			
3	7A1479-14	Emergency escape slide	1			
4	7A1479 15	Emergency escape slide	4			
5	7A1418-26	Emergency escape slide	3			
6	7A1418-25	Emergency escape slide	2			
7	7A1467-24	Emergency escape slide	2			
8	7A1467-27	Emergency escape slide	3			
9	7A1469-16	Emergency escape slide	2			
10	7A1469-15	Emergency escape slide	2			
11	7A1467-21	Emergency escape slide	1			
12	7A1479-16	Emergency escape slide	3			
13	7A1418-24	Emergency escape slide	1			
14	7A1418-23	Emergency escape slide	2			
15	7A1467-28	Emergency escape slide	2			
16	7A1467-23	Emergency escape slide	1			
17	7A1469-14	Emergency escape slide	2			

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

18	7A1469-13	Emergency escape slide	2			
		<b>TOTAL</b>	<b>40</b>			

Lot №2

№	P/N	DESCRIPTION	QTY	Price AD (Airworthiness Directives) RUB	Repair deadline of AD	Repair place
1	7A1467-22	Emergency escape slide	1			
2	7A1467 21	Emergency escape slide	2			
3	7A1479-14	Emergency escape slide	3			
4	7A1479-15	Emergency escape slide	2			
5	7A1418-26	Emergency escape slide	2			
6	7A1418-25	Emergency escape slide	3			
7	7A1467-28	Emergency escape slide	3			
8	7A1467-27	Emergency escape slide	3			
9	7A1469-16	Emergency escape slide	1			
10	7A1469-15	Emergency escape slide	2			
11	7A1467-26	Emergency escape slide	2			
12	7A1467-25	Emergency escape slide	1			
13	7A1479-13	Emergency escape slide	1			
14	7A1418-24	Emergency escape slide	1			
15	7A1469-14	Emergency escape slide	2			
16	7A1469-13	Emergency escape slide	1			
		<b>TOTAL</b>	<b>30</b>			

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 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 quotations information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for quotations conditions equal for all bidders.

4. In case we win the request for 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 three days 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 quotations, the Customer award us a contract we undertake to sign a contract with Rossiya Airlines JSC in accordance with the requirements given in the documentation for the request for quotations and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.		
6. In case we are recognized to be the second winner of the request or price quotations based on the results of procurement procedure and the winner of the request for 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 quotations documentation and our quote.		
7. In case we are recognised to be the only one request for quotations bidder we undertake to sign the contract in accordance with the requirements given in the request for quotations documentation and at the price indicated in our quote.		
8. In case we are recognised to be the winner of the request for price for quotations or it is decided to conclude a contract with us in the stipulated cases, and our avoidance of entering into the contract, that are subject of the request for quotations 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 quotations after the deadline for submission of bids for the request for 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 quotations are attached to the present bid for the request for quotations,		
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**

**1. Payment Method.**

Non-cash, bank transfer.

**2. Payment dates and procedure**

100% payment of the cost of repairs made by the Customer within 45 calendar days from the moment of fulfilment of the obligations assumed by the Contractor under the contract and issuing the Contractor's account.

**3. Delivery Address and Conditions.**

3.1 Place of destination: Stock A-Technic, Terminal D, Vnukovo airport, Moscow, Russia.

3.2 Terms of delivery: EXW supplier's warehouse (Incoterms 2010) or DDP – the location of the customer.

Terms of delivery from the Customer to the repair organization – pickup.

3.3 Equipment shall be packed and prepared for transportation, and shall be accomplished with all necessary export documents.

3.4 Repair deadline:

Repair emergency stairs shall be not more than 10 days from the date of delivery of the emergency ladder in the repair organization to the Contractor.

The Equipment shall have the following documents:

EASA FORM ONE or FAA 8130 dual release

Packing list including information about shipment contents.

Commercial and Consignment Invoices for the purpose of customs clearance that shall include the following (when applicable): the goods description, unit price and total cost, reference to the Contract, delivery and payment conditions, route and information about carrier.

Notice shall be forwarded 1 week prior to the Equipment readiness for shipment, to the following address:

[logistics-VKO@rossiya-airlines.com](mailto:logistics-VKO@rossiya-airlines.com)

3.4 The plan of sending emergency ladders for repair:

Lot No. 1 the second quarter of 2017

Lot No. 2 the third quarter of 2017

3.5 The requirement of the organization:

- The organization of the Contractor must be certified to Part 145 and US DOT for re-examination (hydrostatic test) of the cylinder built-in alarm ladder.

- The organization of the Contractor must be approved capability list containing the list of emergency ladders specified in the TOR.

**4. Equipment List:** 2 lots according to Appendix A.

**5. Technical Specification.**

5.1 Repairs reports shall be available for all emergency ladders.

5.2 Equipment shall be ready for operation and have all required scope of maintenance completed in accordance with requirements of the manufacturer.

5.3 Equipment shall have information about documented source of origin according to requirements of the appropriate aviation authorities or Manufacturer.

5.4 Period of the warranty shall be at least 12 months from the date of acceptance of Equipment or Services by the Customer.

In case of receipt of defective equipment all costs of replacement are borne by the Contractor.

5.5 CRS for emergency ladders shall be confirmed by:

- a) Modification status from the Manufacturer (if applicable);
- b) FAA (EASA) AD/SB information (if applicable);
- c) Data on operating time and remaining life for HT/LLP.

5.6 Emergency ladders must meet all current AD/SB.

**6. Commercial Specification.**

Supplier shall provide sales price for each block in rubles. (Currency conversion will be at the fixed rate of the Russian Central Bank as of the date of envelope opening/access opening).

The quote shall be exclusive, without any outsourcing.

A procurement participant is entitled to offer a counter draft of the agreement, with observance of all mandatory terms and conditions expressly set forth in the documentation about purchase.

**7. State standards of the Russian Federation is not applicable**, due to the manufacturing equipment according to the standards of a foreign manufacturer.

**Appendix A****Lot № 1**

№	P/N	DESCRIPTION	QTY	Price of AD RUB	Repair deadline of AD	Place of repair
1	7A1467-26	Emergency escape slide	4			
2	7A1467-25	Emergency escape slide	3			
3	7A1479-14	Emergency escape slide	1			
4	7A1479-15	Emergency escape slide	4			
5	7A1418-26	Emergency escape slide	3			
6	7A1418-25	Emergency escape slide	2			
7	7A1467-24	Emergency escape slide	2			
8	7A1467-27	Emergency escape slide	3			
9	7A1469-16	Emergency escape slide	2			
10	7A1469-15	Emergency escape slide	2			
11	7A1467-21	Emergency escape slide	1			
12	7A1479-16	Emergency escape slide	3			
13	7A1418-24	Emergency escape slide	1			
14	7A1418-23	Emergency escape slide	2			
15	7A1467-28	Emergency escape slide	2			
16	7A1467-23	Emergency escape slide	1			
17	7A1469-14	Emergency escape slide	2			
18	7A1469-13	Emergency escape slide	2			

**Lot № 2**

№	P/N	DESCRIPTION	QTY	Price of AD RUB	Repair deadline of AD	Place of repair
1	7A1467-22	Emergency escape slide	1			
2	7A1467-21	Emergency escape slide	2			
3	7A1479-14	Emergency escape slide	3			
4	7A1479-15	Emergency escape slide	2			
5	7A1418-26	Emergency escape slide	2			
6	7A1418-25	Emergency escape slide	3			
7	7A1467-28	Emergency escape slide	3			
8	7A1467-27	Emergency escape slide	3			
9	7A1469-16	Emergency escape slide	1			
10	7A1469-15	Emergency escape slide	2			
11	7A1467-26	Emergency escape slide	2			
12	7A1467-25	Emergency escape slide	1			
13	7A1479-13	Emergency escape slide	1			
14	7A1418-24	Emergency escape slide	1			
15	7A1469-14	Emergency escape slide	2			
16	7A1469-13	Emergency escape slide	1			

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

### **Draft Contract**

TBD with headquarters at, hereinafter referred to as **Contractor**; and **Rossiya Airlines JSC**, with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the **Customer**, collectively referred to as the Parties and individually as the Party have entered into the present Contract as follows:

#### **1. Subject**

1.1 Modification of emergency ladders in accordance with the requirements of AD 2013-19-13 listed in Appendix A (hereinafter referred to as **EQUIPMENT**) (Equipment List according to Appendix A):

1.2. Sum of the present Contract shall not exceed \_\_\_\_\_.

1.3. Technical hardware requirements:

- Repair reports should be available on all emergency ladders.
- The equipment must be serviceable and have completed all required maintenance according to Manufacturer's requirements.
- The equipment should have data on the documented source of origin according to the requirements of the appropriate aviation authorities or the Manufacturer.
- CRS at emergency stairs shall have confirmation:
  - a) the Status of modifications from the Manufacturer (if applicable);
  - b) FAA (EASA) AD/SB information (if applicable);
  - C) Data on the operating time and the residual resource for HT/LLP.

1.4. Emergency ladders must meet all current AD/SB.

#### **2. Delivery, Packing and Performance Time**

2.1 Terms of delivery: EXW supplier's warehouse (Incoterms 2010) or DDP – the location of the customer.

Terms of delivery from the Customer to the repair organization – pickup.

Equipment shall be packed and prepared for transportation, and shall be accomplished with all necessary export documents.. Place of destination: A-Technic Warehouse, Terminal D, Vnukovo airport, Moscow, Russia.

2.2 Contractor shall provide Services and Equipment within the time periods as agreed by the Parties. Delay in this time period without force-majeure circumstances as specified in Chapter 5 hereof shall be considered as a material breach of the present Contract and therefore may be a basis for penalties.

2.3 Repair emergency stairs shall be not more than 10 days from the date of delivery of the emergency ladder in the repair organization.

The plan of sending emergency ladders for repair:

Lot No. 1 the second quarter of 2017

Lot No. 2 the third quarter of 2017

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

Repair deadline: repair emergency stairs shall be not more than \_\_\_\_ days from the date of delivery of the emergency ladder in the repair organization to the Contractor.

2.4 Contractor shall pack Equipment, at no cost to Customer, in such a way as to avoid any damage during transportation to Customer, and provide all documents required for export.

2.5 Unless otherwise mutually agreed in writing by the Parties, title (together with associated risks) for the Equipment being the subject of the present Contract shall be transferred from the Contractor to the Customer upon its receipt by the latter or his appointed carrier.

2.6. Equipment shall be delivered together with the following documentation:

- EASA FORM ONE or FAA 8130 dual release.
- Packing list including information about shipment contents.
- Commercial and Consignment Invoices for the purpose of customs clearance that shall include the following (when applicable): the goods description, unit price and total cost, reference to the Contract, delivery and payment conditions, route and information about carrier.

### **3. Payment**

3.1 Currency of the present Contract shall be – \_\_\_\_\_

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

3.3 Bank details of the Parties:

Customer:

Contractor:

3.4. Payment dates and procedure:

After receipt of Equipment Contractor shall issue an invoice subject to 100% payment within 45 calendar days after its receipt.

3.5 Similar procedure shall be applied for other payments under the present Contract unless otherwise mutually agreed in writing by the Parties.

3.6 Taxes on any prices covered by the present Contract shall be imposed or not imposed in accordance with applicable tax legislation. Parties shall pay due taxes in their appropriate jurisdictions; Parties shall not be responsible for payment of any other taxes.

3.7 Parties shall pay bank fees, if any, charged by their appropriate banks. For avoidance of any doubt Parties shall not pay any bank fees charged by a bank of the other Party.

3.8. During execution of the present Contract, the Customer as agreed upon with the Contractor may change contract price or quantity of goods/scope of work, and services by 20% maximum in case of change in demand for the goods, work, and services that are subject of the contract and in case of demand for additional scope of work and services not provided for in the Contract but related to such work and services provided for in the Contract. In this case value of the present contract shall be changed proportionally.



## **4. Warranty**

4.1 The Contractor guarantees that the Equipment delivered or Services rendered to the Customer shall not have any defects in material, workmanship or suitability for use as intended at the moment of their acceptance by the Customer.

4.2 The term specified here in 4.1 warranty lasts at least 12 months

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

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

4.5 Customer, within 7 calendar days, shall notify Contractor about detection of the implicit breach of warranty as per 4.1 hereof by giving the Contractor a written Notification about this event including all related circumstances; then the Contractor, within 14 calendar days, shall make fair decision on whether this event is a breach of warranty under the present Contract. If Contractor fails to reply within 14 calendar days after receipt of such notification about the implicit breach of warranty such breach shall be considered as acknowledged by the Contractor. In certain cases Parties may agree in written other time period for this decision making by the Contractor. The Contractor may give the Customer a sample piece that he uses himself in such cases; then such sample piece shall be used in similar case. Effective dates of notices in Customer's notifications about the implicit breach of warranty and the Contractor's decision thereon (as described in 4.5 hereof) shall be the following, whatever occurs earlier:

(i) Date of sent and receipt (by duly authorized representative of the other Party) of such notice via e-mail; or

(ii) Date of acceptance if they have been sent via a first-class express mail with advice of delivery or equivalent service but in any case with possible advice of delivery.

4.6 Period of the warranty as per 4.1 hereof in case of its proven breach shall be extended for the time ensued from the date when the Customer informs the Contractor about such implicit breach till the date when the Contractor remedies this breach, inclusive.

4.7. In case of delay in delivery of Equipment the Contractor shall pay the Customer penalty at the rate of 0.1% of cost of delayed Equipment for each day of such delay till the date of actual Equipment delivery.

## **5. Force Majeure**

5.1 Neither party shall be liable for full or partial non-fulfillment of any of their obligations if this non-fulfillment is caused by any circumstances like Acts of God, war (whether declared or not), civil commotion, transport accidents, and embargo on imports and exports occurring

after conclusion of the present Contract. If such circumstances directly affect fulfilment of the obligations hereunder, the affected Party shall notify immediately the other Party accordingly in writing, and time period for fulfilment of such obligation shall be extended for the period of occurrence of the circumstance.

Force-majeure circumstances may be deemed to be justification for non-fulfilment of an obligation hereunder only in case of such written notification. Fires, blackouts, information system malfunctions, and strikes shall be deemed to be force majeure only if they are not caused by faulty actions or omissions of the Parties.

## **6. Jurisdiction and Governing Laws**

6.1 In case of any dispute related to the present Contract the Parties shall make their efforts to find a solution through fair negotiations. If such negotiations fail within 60 calendar days the Parties shall apply to an arbitration court in \_\_\_\_\_. Language of arbitration of such dispute shall be English. Decision of this court regarding such dispute shall be final and binding upon the Parties.

6.2 Provisions of the present Contract shall be interpreted according to applicable laws of the Contractor's country.

## **7. Validity**

7.1 The present Contract is the only valid binding agreement between the Parties for the subject hereof and supersedes all other conditions binding upon Parties arising in relation with the subject hereof.

7.2 The agreement comes into force, being signed by authorized persons of both Parties and will remain in force until 31 December 2018. The parties may terminate this agreement at any time by a written notice of 60 calendar days.

7.3 If the Parties have any outstanding obligations under this Contract at the time of its termination, such obligations shall be fulfilled within 30 calendar days or any other time period upon written consent of the Parties.

7.4 Parties shall inform each other about any changes in their bank details, headquarters and other circumstances they deem to be important by means of official letters. In such cases no addendums to the present Contract are required.

7.5 In case of any disagreement on the text of the Contract shall be governed by the text certified by the stamp of the legal Department of the Customer or contained in stitched and certified by the 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 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 calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

#### **Signatures of the Parties:**

For and on behalf of Contractor

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

For and on behalf of Rossiya Airlines JSC

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**Appendix A**  
**to the Draft Contract**

Lot № 1

№	P/N	DESCRIPTION	QTY	Price of AD RUB	Repair deadline of AD	Place of repair
1	7A1467-26	Emergency escape slide	4			
2	7A1467-25	Emergency escape slide	3			
3	7A1479-14	Emergency escape slide	1			
4	7A1479-15	Emergency escape slide	4			
5	7A1418-26	Emergency escape slide	3			
6	7A1418-25	Emergency escape slide	2			
7	7A1467-24	Emergency escape slide	2			
8	7A1467-27	Emergency escape slide	3			
9	7A1469-16	Emergency escape slide	2			
10	7A1469-15	Emergency escape slide	2			
11	7A1467-21	Emergency escape slide	1			
12	7A1479-16	Emergency escape slide	3			
13	7A1418-24	Emergency escape slide	1			
14	7A1418-23	Emergency escape slide	2			
15	7A1467-28	Emergency escape slide	2			
16	7A1467-23	Emergency escape slide	1			
17	7A1469-14	Emergency escape slide	2			
18	7A1469-13	Emergency escape slide	2			
		<b>TOTAL</b>	<b>40</b>			

Lot № 2

№	P/N	DESCRIPTION	QTY	Price of AD RUB	Repair deadline of AD	Place of repair
1	7A1467-22	Emergency escape slide	1			
2	7A1467-21	Emergency escape slide	2			
3	7A1479-14	Emergency escape slide	3			
4	7A1479-15	Emergency escape slide	2			
5	7A1418-26	Emergency escape slide	2			
6	7A1418-25	Emergency escape slide	3			
7	7A1467-28	Emergency escape slide	3			
8	7A1467-27	Emergency escape slide	3			
9	7A1469-16	Emergency escape slide	1			
10	7A1469-15	Emergency escape slide	2			
11	7A1467-26	Emergency escape slide	2			
12	7A1467-25	Emergency escape slide	1			

13	7A1479-13	Emergency escape slide	1			
14	7A1418-24	Emergency escape slide	1			
15	7A1469-14	Emergency escape slide	2			
16	7A1469-13	Emergency escape slide	1			
		<b>TOTAL</b>	<b>30</b>			

**Appendix B**  
**to the Draft Contract**

**Counter-agent’s information**

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

