

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

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## PROCUREMENT DOCUMENTATION

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

Purchase of components for Boeing 737/747/777

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

**Determination of Bidding  
Specific Features:**

Not anticipated

**Determination of  
priority:**

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

### 1. General Conditions

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

This procedure includes   1   lot(s).

<b>Lot No.</b>	1				
<b>Designation of subject of the contract (lot):</b>	Purchase of components for Boeing 737/747/777				
<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>
21 126	US dollar	7	Un.	30.30.50.110	30.30
<b>Place of delivery/performance of work/service provision (address):</b>	A-Technics Stock, the Vnukovo airport, Terminal D, Moscow, Russia.				

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

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

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

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

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for proposals 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	10.00 Moscow time 11.10.2017
Time and date of bids submission deadline	18.00 Moscow time 19.10.2017
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 27.10.2017.

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

Kharevich Irina

Tel.: (812) 6-333-999 additional 24-63

e-mail: tender@rossiya-airlines.com

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

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

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

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

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

2.4.4. 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).

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

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

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

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

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

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

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

2.12. 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 is non-cash, bank transfer.

100% payment of the cost made by the Customer within 45 calendar days from the moment of fulfilment of the obligations assumed by the Contractor under the contract and issue of the invoice by the Contractor.

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

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

4.2. Requirements to contractual capacity of Procurement Bidders:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1.3. Proposals 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 proposals shall be in Russian or English language. If any information or documents are submitted in other language they shall be accompanied with translation into Russian or English language.

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

5.4. Validity period of the bid for participation in procurement shall be at least 90 days 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. Proposals 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 documents supporting this fact.

5.7. Proposals shall be submitted for each lot separately.

5.8. Proposals 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 proposals: 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. Proposals shall be reviewed directly by the bidding commission of Rossiya Airlines JSC approved by the Order of the General Director of Rossiya Airlines JSC.

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

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

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

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

<b>Indicators</b>	<b>Evaluation procedure</b>
<b>Compliance with the requirements for procurement parties</b>	Bidders will be checked for compliance with the requirements based on the received documents (according to it.4) including but not limited to their legal capacity and non-listing in the blacklist of suppliers.
<b>Completeness of submitted documents</b>	Check of documents submitted within the bid against the required list (Appendix 1) and accuracy of submitted information and documents.
<b>Bid compliance with the requirements of procurement documentation</b>	Check of the bid content including: Content of price proposals; 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 proposals 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 proposals 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 proposals 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 proposals procedure such bidder shall be deemed to be the only one bidder for the request for proposals. 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 proposals 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 proposals 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
The total cost for each position in Appendix A to the Terms of Reference	<i>To calculate the number of points in terms of documentation to set the highest (maximum) value of the formula is used: Sbaz / Spredl x K, where: - Sbaz - the best (lowest) of all the proposals of the participants; - Spredl - assesses the proposals of the participants; - K - the maximum number of points.</i>	65
Technical condition of the part	<i>Maximum number of points for the parts with technical condition FN/OVH – 35 points</i>	35
	<i>Maximum number of points for the parts with technical condition SV– 23 points</i>	
	<i>Points for spare parts with the technical condition different from the FN/OVH/SV not assigned</i>	
		100

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

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

where:

N – the price of the contract

P - the value proposition of the provider.

T1 - charges for customs clearance.

T2 - customs duties.

T3 - cost of services of the customs representative.

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

D - the cost of transportation

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

6.7. Placing final score to a bid:

6.7.1. Final score for each bid for the request for proposals 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 proposals 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 proposals 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 proposals will be announced the winner.

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

If during evaluation and benchmarking of bids for request for price proposals the bidding commission needs to extend time period of pre-qualification and/or evaluation stage specified as periods of review of proposals submitted by the procurement parties and summarizing procurement results in the notice for the request for proposals, 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 proposals, 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 proposals a Report on the results of the request for proposals shall be issued.

6.11. If the winner of the request for proposals 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 (proposals), 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 proposals 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 proposals 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 proposals 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 proposals to be void**

In case the request for proposals is recognized to be void and/or no contract is concluded with the procurement bidder submitted only one bid for request for proposals or recognized to be the only one bidder for the request for proposals the Customer may repeat the request for proposals 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 proposals 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;"><i>(specify name, surname, phone, fax, e-mail)</i></div> <p>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:</p>	
<i>(state designation of procedure)</i>	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <i>(position of the chief executive officer)</i>   Date of compilation </div> <div style="text-align: center;"> <i>(signature)</i>  <b>Stamp</b> </div> <div style="text-align: center;"> <i>(state name)</i>   «      »  <div style="display: flex; justify-content: space-around; width: 100%;"> <span><i>(DD)</i></span> <span><i>(MM)</i></span> <span><i>(YYYY)</i></span> </div> </div> </div>	

<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 proposals:</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 proposals 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 proposals.				
Commercial proposal:				
<b>P/N</b>	<b>Description</b>	<b>QTY</b>	<b>Price, USD</b>	<b>Condition FN or OH or SV</b>
256A3743-1	TRANSMISSION COUPLING SEAL	1		
256A3741-1	TRANSMISSION COUPLING HALF	1		
256A3745-1	TRANSMISSION COUPLING SLEEVE	1		
684-17-29	THERMOCOUPLE	1		
14330-062	MOTOR ASSY	1		
3900065	SPEED SENSOR	1		
903-1342	MICROPHONE	1		
Total price				
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				

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

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 proposals 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 proposals information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for proposals conditions equal for all bidders.	
4. In case we win the request for proposals 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 proposals, 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 proposals 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 proposals based on the results of procurement procedure and the winner of the request for proposals is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for proposals documentation and our quote.	
7. In case we are recognised to be the only one request for proposals bidder we undertake to sign the contract in accordance with the requirements given in the request for proposals 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 proposals 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 proposals 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 proposals after the deadline for submission of bids for the request for proposals.	
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 proposals are attached to the present bid for the request for proposals,	
as per the list on	page
<b>Chief executive officer</b>	
(signature)	(state name)
Stamp	
Date of compilation	«      »

(DD)	(MM)	(YYYY)
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<sup>5</sup>Item is included in the purchase application only participants - individuals.

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

**Terms of Reference**

**1. Procurement subject**

Purchase of components for Boeing 737/747/777

**2. Range of goods, product description, replaceability, quantity/volume of required units of goods, work, service**

P/N	Description	QTY	Condition
256A3743-1	TRANSMISSION COUPLING SEAL	1	FN/OH/SV
256A3741-1	TRANSMISSION COUPLING HALF	1	FN/OH/SV
256A3745-1	TRANSMISSION COUPLING SLEEVE	1	FN/OH/SV
684-17-29	THERMOCOUPLE	1	FN/OH/SV
14330-062	MOTOR ASSY	1	FN/OH/SV
3900065	SPEED SENSOR	1	FN/OH/SV
903-1342	MICROPHONE	1	FN/OH/SV
Quantity/volume of required units of goods		7	

**3. Terms of Payment.**

Payment Method is non-cash, bank transfer.

100% payment of the cost made by the Customer within 45 calendar days from the moment of fulfilment of the obligations assumed by the Contractor under the contract and issue of the invoice by the Contractor.

**4. Place and condition of supply of goods, performance of work and provision of services.**

4.1 Place of destination: A-Technic Warehouse, Terminal D, Vnukovo airport, Moscow, Russia.

4.2 Delivery conditions FCA LHR/FRA/VNO/CPH/MIA/LAX/JFK (Incoterms 2010). Equipment shall be packed and prepared for transportation, and shall be accomplished with all necessary export documents.

**5. Timing or schedule of shipment/supply of goods, performance of work and provision of services**

Delivery time of Equipment not exceeding 30 days from the date of placement of Purchase Order by the Customer.

Delivery of Equipment may be updated according to the decision of Rossiya Airlines.

## **6. Requirements for safety, quality, technical characteristics, functional characteristics**

The equipment shall be in condition FN/OH/SV.

## **7. Requirements for acceptance of goods, works, services**

The Equipment shall have the following documents:

- EASA FORM ONE or FAA 8130 certificate for new blocks or FAA 8130 dual release for blocks in OVH/ SV condition;
- 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.

3.5 Notice shall be forwarded 3 days prior to the Equipment readiness for shipment, to the following address:

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

## **8. Requirements to the period and scope of the product, work or service quality warranty**

8.1 Guarantee period shall be at least 12 months for blocks in FN/OH condition from the date of acceptance of Equipment by the Customer and 6 months for SV blocks.

8.2 In case of detection during the warranty period of Equipment failure caused by the fault of the Contractor, all costs of replacement are borne by the Contractor.

## **9. Commercial Specification.**

The winner may propose a Draft Contract complying with compulsory conditions of the draft contract and the present the purchase documentation.

Each participant should provide a price in US dollars for each position (P/N) of Equipment in accordance with Annex A.

**10. GOST of the Russian Federation is not applicable**, due to the fact that the Equipment produced abroad, intended for use on foreign aircraft and registration, and must be operated in accordance with international requirements and standards (EASA, FAA).

**Annex A**  
**to the Terms of Reference**

<b>P/N</b>	<b>Description</b>	<b>QTY</b>	<b>Price, USD</b>	<b>Condition FN or OH or SV</b>
256A3743-1	TRANSMISSION COUPLING SEAL	1		
256A3741-1	TRANSMISSION COUPLING HALF	1		
256A3745-1	TRANSMISSION COUPLING SLEEVE	1		
684-17-29	THERMOCOUPLE	1		
14330-062	MOTOR ASSY	1		
3900065	SPEED SENSOR	1		
903-1342	MICROPHONE	1		
Total price				

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

**Draft Contract**

<b>Contract № _____</b>	<b>Договор № _____</b>
<p>Saint-Petersburg "_____" _____ 20__</p> <p>TBD with headquarters at TBD, hereinafter referred to as <b>Seller</b>; represented by _____ acting on the basis of _____</p> <p>and</p> <p>Rossiya airlines JSC, with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the <b>Buyer</b> represented by _____ acting on the basis of _____</p> <p>collectively referred to as the Parties and individually as the Party have entered into the present Contract as follows:</p>	<p>г. Санкт-Петербург "_____" _____ 20__</p> <p>Между TBD с основным местоположением TBD, здесь далее называемое <b>Исполнитель</b>; в лице _____, действующего на основании _____</p> <p>и</p> <p>АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое <b>Заказчик</b>; в лице _____, действующего на основании _____</p> <p>вместе называемые Стороны, а отдельно Сторона, заключили настоящий Договор о следующем ниже:</p>
<p><b>1. Subject of the Contract</b></p> <p>1.1. is purchase of components, spare part of it, details, materials documentations, equipment and other related items/services listed in Specifications or Orders attached to the Contract (hereinafter referred to as Goods).</p>	<p><b>1. Предмет договора</b></p> <p>1.1. Составляет поставку компонентов, запасных частей, деталей, материалов, документации, оборудования и иных сопутствующих товаров/услуг (здесь и далее «Товары»), описанных в приложенных Спецификациях или Заказах к настоящему Договору.</p>
<p><b>2. Delivery, Packing and Lead Time.</b></p> <p>2.1. Terms, conditions and directions of delivery for each specific Goods are indicated in the specifications and orders attached to this Contract; and may be changed with written consent of the Parties.</p> <p>2.2. The Seller shall deliver Goods in terms indicated in the Specifications and Orders attached to this Contract. Any delays in such periods, provided no force majeure as per paragraph 5 herein occurs, shall be deemed to be a material breach</p>	<p><b>2. Доставка, упаковка и срок исполнения.</b></p> <p>2.1. Условия, сроки и направления поставки каждого конкретного Товара указаны в приложенных к настоящему Договору спецификациях и заказах; которые могут быть изменены по письменному согласию Сторон</p> <p>2.2 Исполнитель будет предоставлять Товары в сроки, определённые в приложенных Спецификациях и Заказах к настоящему Договору или в иные согласованные сторонами сроки. Опоздание в этом сроке при отсутствии</p>

<p>hereof and may therefore be subject to penalties indicated in clause 3.6.</p> <p>2.3 The Seller shall FOC for the Buyer pack or arrange for packing the Goods to be delivered hereunder so as to avoid any damage during whole shipment to the Buyer.</p> <p>2.4 If not otherwise agreed by the Parties in writing, title (together with all related risks) on Goods, which is a subject hereof, passes from the Seller to the Buyer in the moment of the acceptance thereof by the Buyer or its nominated carrier.</p> <p>2.5 Goods shall be delivered, unless otherwise duly agreed by the Parties, with the following documentation:</p> <ul style="list-style-type: none"> <li>- EASA FORM ONE or FAA 8130 certificate.</li> <li>- For consumables certified manufacturer and supplier.</li> <li>- Packing List with information about shipment content details.</li> <li>- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.</li> </ul>	<p>обстоятельства непреодолимой силы, как определено здесь в главе 5, будет считаться существенным нарушением настоящего договора и поэтому может быть основанием для штрафов, указанных в п. 3.6.</p> <p>2.3 Исполнитель безвозмездно для Заказчика упакует Товары таким образом, чтобы избежать любого повреждения во время всей перевозке до Заказчика.</p> <p>2.4 Если иное письменно не согласовано Сторонами, право собственности (вместе с сопутствующими рисками) на Товары, составляющее предмет настоящего договора, переходит от Исполнителя к Заказчику при его получении последним или им назначенным перевозчиком.</p> <p>2.5 Товары будут поставляться, если иное должным образом не согласовано Сторонами, со следующей документацией:</p> <ul style="list-style-type: none"> <li>- сертификаты соответствия производителя, EASA Form1 или FAA FORM 8130-3;</li> <li>- упаковочный лист (Packing list) с указанием необходимой информации о товаре;</li> <li>- Коммерческий и Транспортировочный Счет для целей таможенного оформления, должны содержать (где применимо): описание товара, стоимость за ед. и общ стоимость, ссылку на Договор, условия поставки и оплаты, маршрут следования и данные перевозчика.</li> </ul>
<p><b>3. Terms, conditions and Procedure of Payment.</b></p> <p>3.1. Form of payment is bank transfer. The Parties' bank details are: The currency hereof is ____.</p> <p>3.2. Terms and order of payment indicated in the Specifications and Orders attached to this Contract.</p> <p>The invoice for payment should be sent by Seller to <a href="mailto:amd9@rossiya-airlines.com">amd9@rossiya-airlines.com</a> without any undue delay immediately after issuance but not later than 10 business days prior to the payment date (if</p>	<p><b>3. Форма, сроки и порядок оплаты</b></p> <p>3.1.Формой оплаты является безналичный расчет, банковский перевод. Валюта настоящего договора -</p> <p>3.2 Сроки и порядок оплаты определены в приложенных Спецификациях и Заказах к настоящему Договору. Счета на оплату должны быть направлены Исполнителем на адрес: <a href="mailto:amd9@rossiya-airlines.com">amd9@rossiya-airlines.com</a> без каких-либо задержек, немедленно после выпуска счета, но не позднее, чем за</p>

<p>applicable) If Seller fails to provide invoices in time, payment date shall be rescheduled for such period.</p> <p>3.3 Same procedure shall apply for other payments of the Parties hereunder, if not otherwise agreed by the Parties in writing.</p> <p>3.4 Taxes with respect to any prices covered herewith are levied or not levied i.a.w. current valid tax legislation. Parties shall pay due tax as are levied in their respective jurisdictions and have no liability to pay any other taxes.</p> <p>3.5. Parties shall pay bank fees, if any, charged by their appropriate banks. For avoidance of any doubt Parties shall not pay any bank fees charged by a bank of the other Party.</p> <p>3.6 In case of delay in delivery of Goods the Seller shall pay the Buyer penalty at the rate of 0.1% of cost of delayed Goods for each day of such delay till the date of actual Goods delivery. In case of exceeding the delivery time by the Seller indicated in Specifications or orders to the Contact for more than 20 (twenty) working days, the Buyer shall be entitled unilaterally to cancel the placed PO and/or terminate the Contract. Subject to the terms of payment by the Buyer, the Seller should within 10 (ten) banking days from the date of receipt of the Buyer's notice of such non-fulfillment: - return to the Buyer the funds paid in accordance with clause 3.2. the Contract.</p>	<p>10 рабочих дней, до даты оплаты (если применимо). Если Исполнитель своевременно не предоставил счет, дата платежа должна быть перенесена на такой же период.</p> <p>3.3 Подобный порядок будет применяться и для других платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано.</p> <p>3.4 Налоги на любые цены, охватываемые настоящим договором, взимаются или не взимаются в соответствии с действующим налоговым законодательством. Стороны будут платить подлежащие выплате налоги в своих соответствующих юрисдикциях и не несут никаких обязательств по оплате каких-либо иных налогов; Стороны не имеют обязательства платить какие-либо иные налоги.</p> <p>3.5 Стороны будут оплачивать банковские сборы вознаграждения, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какие-либо банковские сборы, наложенные банком другой Стороны.</p> <p>3.6 В случае превышения, сроков поставки Товаров Исполнитель должен выплатить штраф в размере 0.1% от стоимости задержанных Товаров за каждый день такой просрочки до дня фактической поставки Товаров. В случае превышения Исполнителем сроков поставки, обозначенных в Спецификациях или Заказах к настоящему Договору на срок более 20 (двадцати) рабочих дней Заказчик имеет право в одностороннем порядке отменить размещенный Заказ и / или расторгнуть Договор. В соответствии с условиями оплаты Заказчика Исполнитель должен в течение 10 (десяти) банковских дней с даты</p>
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<p>- pay the interest on the borrowed funds in the amount of 0.1% of the amount paid for each day of such use, starting from the date the funds are credited to the account of the Seller, and ending with the date they are credited to the account of the Buyer capped at 10% of amount of respective delayed delivery.</p> <p>3.7. Buyer may, subject to consent of the Seller, amend the scope during execution hereof, not higher than 20% of aggregate quantity of goods, scope of works and services set forth herein, in case of a change in demand in goods, works and services as contracted herein IAW the Specification or Order; as well as in case of demand in additional scope of works or services not contemplated hereby, but related to such works and services as are contemplated hereby. Amount of respective specification will change accordingly.</p> <p>3.8. The Parties agreed that the total amount of this Contract for the entire period of its validity will not exceed ____ rubles (or equivalent in the currency of the Contract). The above amount of the Contract is the maximum and should not be regarded as an obligatory amount for which the Parties undertake to order / render services. The VAT rate is applied in accordance with the current legislation.</p>	<p>получения уведомления Покупателя о таком невыполнении:</p> <p>- возратить Заказчику перечисленные им в соответствии с п.3.2 настоящего Договора денежные средства.</p> <p>- уплатить Заказчику проценты за пользование чужими денежными средствами в размере 0.1% от уплаченной суммы, за каждый день такого пользования, начиная с даты зачисления денежных средств на расчетный счет Исполнителя и заканчивая датой их зачисления на расчетный счет Заказчика, с ограничением в 10% соответствующей задержанной поставки.</p> <p>3.7 Заказчик по согласованию с Исполнителем в ходе исполнения договора вправе изменить не более, чем на 20 % количество всех предусмотренных Спецификацией или Заказом товаров, объем предусмотренных работ, услуг при изменении потребности в товарах, работах, услугах, на поставку, выполнение, оказание которых заключен договор в объеме, указанном в настоящем договоре, а также при выявлении потребности в дополнительном объеме работ, услуг, не предусмотренных договором, но связанных с такими работами, услугами, предусмотренными договором. Стоимость соответствующей спецификации в этом случае изменяется пропорционально.</p> <p>3.8. Стороны договорились, что сумма настоящего договора за весь период его действия не превысит ____ рублей (или эквивалент в валюте Договора). Вышеуказанная сумма договора является максимальной и не должна считаться обязательной на которую Стороны обязуются заказать / оказать услуги. Ставка НДС применяется в соответствии с действующим законодательством.</p>
<p><b>4. Warranty</b></p>	<p><b>4.Гарантия</b></p>

<p>4.1. The Seller guarantees that the Goods delivered or services rendered to the Buyer shall not have any defects in material, workmanship or suitability for use as intended at the moment of their acceptance by the Buyer.</p> <p>4.2 Period of the warranty specified in it. 4.1 hereof shall be at least 12 months for blocks in the state FN / OH from the date of acceptance of the Goods by the Customer and at least 6 months for the Goods in the SV state; unless otherwise provided in the specifications or orders attached to this contract.</p> <p>4.3. If the Buyer reveals an implicit breach of the warranty as per 4.1 hereof, and the Seller accepts it pursuant to 4.5 hereof the Seller shall remedy this breach of warranty by either replacing or repairing a defective piece of Goods free of charge to the Buyer , or re-render unduly rendered service free of charge to the Buyer so that the new piece of Goods or newly rendered service is free from any defects in material, workmanship or suitability for use as intended.</p> <p>4.4 Seller's warranty liability under the present Contract shall be limited to repair or replacement (the choice between which shall be subject to the Buyer 's approval) of the defective piece of Goods, along with expenses for its transportation and allied insurance, or newly rendered service.</p> <p>4.5 Buyer , within 7 calendar days, shall notify Seller about detection of the implicit breach of warranty as per 4.1 hereof by giving the Seller a written Notification about this event including all related</p>	<p>4.1 Исполнитель гарантирует, что Товары, или услуги, доставленные/ оказанные Заказчику, не будут иметь недостатков в материале, исполнении или возможности использоваться по назначению. Исполнитель будет безвозмездно передавать Заказчику любую гарантию, получаемую от третьих сторон в отношении Оборудования.</p> <p>4.2 Срок указанной здесь в 4.1 гарантии должен составлять не менее 12 месяцев на блоки в состоянии FN/OH со дня принятия Товара Заказчиком и не менее 6 месяцев на Товары в состоянии SV, если иное не предусмотрено в приложенных к настоящему договору спецификациях или заказах.</p> <p>4.3. Если Заказчик обнаружит предположительное нарушение указанной здесь в 4.1 гарантии; и Исполнитель это нарушение признает, как указано здесь в 4.5; Исполнитель устранил это нарушение гарантии, заменив безвозмездно для Заказчика, единицу Товара, имеющий недостаток; или снова окажет, безвозмездно для Заказчика, неудачно оказанную услугу – с тем, чтобы новый Товар, или снова оказанная Услуга была свободна от недостатков в материале, исполнении или возможности использоваться по назначению.</p> <p>4.4 Гарантийная ответственность Исполнителя по этому договору ограничена заменой или ремонтом (выбор между которыми должен быть согласован с Заказчиком) единицы Товара, имеющей недостаток, и затратами по его перевозке и сопутствующим страхованием; или повторным оказанием Услуги.</p> <p>4.5 Заказчик в течение 7 календарных дней уведомит Исполнителя об обнаружении предположительного нарушения указанной здесь в 4.1 гарантии, отправив письменное</p>
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<p>circumstances; then the Seller, within 14 calendar days, shall make fair decision on whether this event is a breach of warranty under the present Contract. If Seller fails to reply within 14 calendar days after receipt of such notification about the implicit breach of warranty such breach shall be considered as acknowledged by the Seller. In certain cases Parties may agree in written other time period for this decision making by the Seller. The Seller may give the Buyer a sample piece that he uses himself in such cases; then such sample piece shall be used in similar case. Effective dates of notices in Buyer's notifications about the implicit breach of warranty and the Seller's decision thereon (as described in 4.5 hereof) shall be the following, whatever occurs earlier:</p> <p>(i) Date of sent and receipt (by duly authorized representative of the other Party) of such notice via e-mail; or</p> <p>(ii) Date of acceptance if they have been sent via a first-class express mail with advice of delivery or equivalent service but in any case with possible advice of delivery.</p>	<p>уведомление об этом событии Исполнителю с указанием всех связанных с ним обстоятельств: тогда Исполнитель в течение 14 календарных дней справедливо решит, является ли это событие нарушением гарантии по настоящему договору. Если Исполнитель не ответит в течение 14 календарных дней после получения уведомления о предположительном нарушении гарантии, такое нарушение будет считаться признанным Исполнителем. Стороны могут письменно согласовать для отдельных случаев иной срок для этого решения Исполнителя. Исполнитель может передать Заказчику образец, которым он сам пользуется в таких случаях; и тогда в подобном случае будет использоваться он. Датами вступления в силу сообщений в уведомления Заказчика о предположительном нарушении гарантии и решения Исполнителя о нём (по описанию 4.5 настоящего договора) будут считаться, смотря, что произойдёт первым:</p> <p>(i) день отправки и получения (уполномоченным на то представителем другой Стороны) такого сообщения по электронной почте; или</p> <p>(ii) день принятия, если они были отправлены курьерской почтой первого класса с уведомлением о получении или равносильным средством, но в любом случае с возможностью уведомления о получении.</p>
<p>4.6 Period of the warranty as per 4.2 hereof in case of its proven breach shall be extended for the time ensued from the date when the Buyer informs the Seller about such implicit breach till the date when the Seller remedies this breach, inclusive.</p>	<p>4.6 Срок указанной здесь в 4.2 гарантии, в случае доказанного её нарушения, будет продлён на время, проистекшее от дня, когда Заказчик уведомил Исполнителя о предположительном нарушении, до дня, когда Исполнитель устранил это нарушение, включительно.</p>
<p>4.7 The Buyer may procure from the Seller other Goods and services within the warranty obligations specified in the clause 4.4. for the Goods. Deliveries thereof shall contain all needed certificates and documentation as per 2.5.</p>	<p>4.7 Заказчик вправе получать Товары и услуги от Исполнителя в рамках гарантийных обязательств, указанных в п. 4.4., в отношении Товаров.. Их поставка должна сопровождаться необходимыми сертификатами и</p>

	технической документацией по п. 2.5 настоящего договора.
<p><b>5. Force Majeure</b></p> <p>Neither party shall be liable for full or partial non-fulfillment of any of their obligations if this non-fulfillment is caused by any circumstances like Acts of God, war (whether declared or not), civil commotion, transport accidents, act of government and embargo on imports and exports occurring after conclusion of the present Contract. If such circumstances directly affect fulfilment of the obligations hereunder, the affected Party shall notify immediately (within 24 hours) the other Party accordingly in writing, and time period for fulfilment of such obligation shall be extended for the period of occurrence of the circumstance.</p> <p>Force-majeure circumstances may be deemed to be justification for non-fulfilment of an obligation hereunder only in case of such written notification. Fires, blackouts, information system malfunctions, and strikes shall be deemed to be force majeure only if they are not caused by faulty actions or omissions of the Parties.</p>	<p><b>5. Обстоятельства непреодолимой силы</b></p> <p>Ни одна из сторон не будет нести ответственности за полное или частичное невыполнение любого из их обязательств в том случае, если это невыполнение обусловлено такими обстоятельствами стихийные бедствия, война (объявленная или нет), общественные беспорядки, аварии на транспорте, решение правительства, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно в течение 24 часов уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство.</p> <p>Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства. Пожары, отключения электричества, неисправности информационных систем и забастовки будут считаться обстоятельствами непреодолимой силы только, если они не вызваны виновными действиями или бездействиями Сторон.</p>
<p><b>6. Validity</b></p> <p>6.1 The present Contract is the only valid binding Contract between the Parties for the subject hereof and supersedes all other conditions binding upon Parties arising in relation with the subject hereof.</p> <p>6.2 The Contract shall come into force when signed by authorized representatives of both Parties and shall be valid until the 31.12.2019. The Parties may terminate this Contract at any time by a 60-day's prior written notice.</p>	<p><b>6. Действие</b></p> <p>6.1 Настоящий договор является единственным действительным обязательством Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом.</p> <p>6.2 Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и останется в силе до 31.12.2019. Стороны вправе расторгнуть настоящий договор в</p>

<p>6.3 If the Parties have any outstanding obligations under this Contract at the time of its termination, such obligations shall be fulfilled within 30 calendar days or any other time period upon written consent of the Parties.</p> <p>6.4 Parties shall inform each other about any changes in their bank details, headquarters and other circumstances they deem to be important in writing. In such cases no addendums to the present Contract are required.</p>	<p>любое время письменным уведомлением за 60 календарных дней.</p> <p>6.3 Если у Сторон останутся обязательства по настоящему договору на момент его расторжения, такие обязательства должны быть исполнены в течение 30 календарных дней или иного срока по письменному согласию Сторон.</p> <p>6.4 Стороны будут письменно уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными. Дополнений настоящего договора в таких случаях требоваться не будет.</p>
<p><b>7. Jurisdiction and Governing Laws</b></p> <p>7.1 In case of any dispute related to the present Contract the Parties shall make their efforts to find a solution through fair negotiations. If such negotiations fail within 60 calendar days the Parties shall apply to an arbitration court in _____ . Language of arbitration of such dispute shall be _____. Decision of this court regarding such dispute shall be final and binding upon the Parties.</p> <p>7.2 Provisions of the present Contract shall be interpreted according to applicable laws of the _____ country.</p> <p>7.3 Not later than the date of signing this Contract, the Seller shall provide the Buyer with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Appendix No. 1 to this contract, with the provision of supporting documents. In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Seller, he is obliged to immediately notify the Buyer about this with the attachment of</p>	<p><b>7. Подсудность и Управляющее законодательство</b></p> <p>7.1. В случае любого спора в отношении этого соглашения, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к _____ арбитражному суду в _____. Язык рассмотрения такого спора будет _____. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.</p> <p>7.2. Положения этого договора истолковываются по соответствующим законам страны нахождения _____.</p> <p>7.3. Не позднее даты подписания настоящего договора Исполнитель обязан предоставить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов.</p>

supporting documents.	В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Исполнителя, он обязан незамедлительно уведомить об этом Заказчика с приложением подтверждающих документов.
<p><b>8. Anti-Corruption Clause</b></p> <p>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.</p> <p>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.</p> <p>8.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 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</p>	<p><b>8.Антикоррупционная оговорка</b></p> <p>8.1. При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.</p> <p>При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p> <p>8.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 8.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 8.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как</p>

<p>international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.</p>	<p>дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 (тридцати) календарных дней с даты получения письменного уведомления.</p>
<p>8.3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 8.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.</p>	<p>8.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 8.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 (тридцать) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.</p>
<p><b>9. Юридические адреса Стороны:</b></p> <p><b><u>Исполнителя:</u></b>  <b>Адрес:</b>  <b>Банковские реквизиты:</b></p> <p><b><u>Заказчика:</u></b>  <b>Адрес:</b>  <b>Банковские реквизиты:</b></p>	<p><b>9. Legal addresses of the Parties</b></p> <p><b><u>Seller:</u></b>  <b>Address:</b>  <b>Bank Details:</b></p> <p><b><u>Buyer:</u></b>  <b>Address:</b>  <b>Bank Details:</b></p>

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**Signatures of the Parties**

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

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

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

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

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

**For and on behalf of TBD:**

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

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

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

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

## СПЕЦИФИКАЦИЯ 1/SPECIFICATION 1

Настоящее **Спецификация 1** вступает в силу с момента подписания обеими Сторонами и составляет неотъемлемую часть договора №\_\_\_\_\_ от \_\_\_\_\_. This **Specification 1** becomes valid, being signed by both Parties and constitutes an integral part of the Contract №\_\_\_\_\_ from \_\_\_\_\_.

Наименование Description	p/n s/n	Кол-во Quantity	Статус Status	Цена/Price USD
TRANSMISSION COUPLING SEAL	256A3743-1	1	FN/OH/SV	
TRANSMISSION COUPLING HALF	256A3741-1	1	FN/OH/SV	
TRANSMISSION COUPLING SLEEVE	256A3745-1	1	FN/OH/SV	
THERMOCOUPLE	684-17-29	1	FN/OH/SV	
MOTOR ASSY	14330-062	1	FN/OH/SV	
SPEED SENSOR	3900065	1	FN/OH/SV	
MICROPHONE	903-1342	1	FN/OH/SV	
<b>Общая стоимость Total price</b>				

Условия оплаты/ Payment terms:

Оплата 100% стоимости Оборудования производится Заказчиком в течение 45 календарных дней с момента выполнения обязательств, взятых на себя Исполнителем, в рамках заключенного договора и выставления Исполнителем счета.

Payment by the Buyer of 100% of the cost shall be made within 45 ccalendar days from the date of fulfillment of the obligations undertaken by the Seller within the framework of the concluded Contract and the issuance of the invoice by the Seller.

Условия поставки/Terms of delivery: FCA LHR/FRA/VNO/CPH/MIA/LAX/JFK (Incoterms 2010).

Информация о дне отгрузки должна быть отправлена не позднее, чем за 2 недели, если иное не оговорено между Сторонами, по почте logistics-VKO@rossiya-airlines.com, LD-VKO@rossiya-airlines.com.

Information about the day of shipment must be sent no later than 2 weeks unless the Parties agree otherwise by e-mail: logistics-VKO@rossiya-airlines.com, LD-VKO@rossiya-airlines.com

Место назначения/Place of destination: Склад А-Техникс, аэропорт Внуково, терминал D, Москва, Россия/ Warehouse A-Technics, Vnukovo Airport, Terminal D, Moscow, Russia

Дата поставки/Delivery date: Срок поставки Товара не более 30 дней с момента размещения заказа (Purchase Order) Заказчиком/ is not more than 30 days from the moment of placing the order (Purchase Order) by the Buyer.

Сроки поставки Товаров могут быть скорректированы по решению Сторон.

The terms of delivery of the Goods may be adjusted by decision of the Parties.

**Signatures of the Parties****For and on behalf of JSC Rossiya  
airlines**

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

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

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

**For and on behalf of TBD:**

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

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

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

## 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	Information about the confirming documents (name, details, etc.)
1.												1.1.							
												1.1.1							
												1.1.2							
												1.1.3							
												1.1.3.1							
												1.1.3.2							
												1.2							
												1.2.1							

Position, full name of the counter-agent's CEO \_\_\_\_\_  
stamp here

signature

/date/

Note. The table shall contain the detailed information about the counter-agent's owners chain (founders/ shareholders; in respect to founders/ shareholders, which are legal entities, the details on their founders, etc.), including the ultimate beneficiaries:

1.1, 1.2 – owners of the counter-agent under the agreement (first level owners);

1.1.2, 1.2.1, 1.2.2, etc. – owners of 1.1 entity (second level owners)

and further according to the similar chart up to the ultimate beneficiary (1.1.3.1)



