

APPROVED
Deputy General Director
for Economics and Finance
Rossiya Airlines JSC

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“ _____ ” _____2016.

Documentation
for request for proposals in the territory of a foreign state in non-
electronic format
to select the services provider for evaluation services with respect to
aircrafts and documentation for the conformity with
EASA requirements, release of ARC Recommendation and EU OPS 1
Statement

Saint Petersburg
2016

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Section 1. Terms of the Request for Proposals

1. General

This documentation is made in accordance with the Regulations on the procurement of goods, works and services of Rossiya Airlines JSC.

The procedure for the request of Proposals (hereinafter Request for Proposals) is neither bidding, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public bidding nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the Request for Proposals procedure does not entail for the Customer the relevant scope of obligations pertaining to mandatory conclusion of an agreement with the preferred bidder or other bidder.

2. Requirements for the Procurement Bidders

To have all necessary documents for the right to carry on activities on evaluation of aircrafts and their documentation for the conformity with EASA requirements, release of ARC Recommendation and EU OPS 1 Statement in accordance with the laws of the country of the request for proposals bidder.

When placing a procurement order there are set the following mandatory requirements for bidders in the public request for price quotations (hereinafter the Bidder), for non-resident of the RF in part pertaining to them:

- the compliance of the bidders with the requirements set in accordance with the laws of the Russian Federation for persons making deliveries of goods, performance of works, provision of services which are the subject-matter of the public request for price quotations, and namely;

- availability of a valid license to perform such type of work issued by the European Aviation Authorities;

- no liquidation proceeding with respect to the corporate bidder and a lack of an arbitration award on the adjudication of the corporate bidder a bankrupt or initiating bankruptcy proceedings;

- no suspension of the bidder's business in accordance with the procedures established by the RF Code of Administrative Offences as of the day of examination of the quote for participation in the public request for price quotations;

- a lack of the indebtedness with the bidders on taxes, dues and other mandatory payments accrued to the budgets of any level or governmental off-budgetary funds for the calendar year elapsed. The bidder shall be deemed complying with the established requirements provided that it appeals the existence of the said indebtedness in accordance with the laws of the Russian Federation and decision on such appeal is pending as at the day of examining such quote for participation in the public request for price quotations;

- a lack of information of the bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs";

-- the bidder has no overdue receivables and/or unfulfilled obligations to the customer.

3. Requirements for execution of the Quotes for participation in the request for proposals

All documents submitted by the bidders in the request for proposals shall be signed by the company principal or authorized person to do so, with the relevant company seal attached. All copies of documents shall be clearly printed.

Documents making a part of the quote for participation in the request for proposals (hereinafter the Quote) shall be fastened together so that to eliminate an accidental drop or displacement of pages. All documents attached to the Quote for participation in the request for proposals shall be bound to make one volume. The last page of the face shall be authenticated by the principal (authorized person) signature and seal of the entity with the indication of the number of pages in such volume. All pages without exception shall bear consecutive numbering.

No corrections in the Quote text have force except for those instances when such corrections are authenticated by handwritten note "alteration valid" and handwritten signature of the authorized person made near each alteration.

The Bidder in the Request for Proposals may submit only one Quote. Should more than one Quote be submitted by the Bidder in the Request for Proposals, all of them will be rejected subject to no examination on the merits.

4. Requirements for the language of the Quote for participation in the request for proposals

All documents making the Quote shall be issued in Russian or English, except those documents the originals of which are issued to the Bidder by third parties in other language. The said documents may be submitted in the language of the original provided that translation of such documents into Russian or English is attached thereto.

5. Requirements for the contents of documents making a part of the Quote for participation in the request for proposals

The Quote to be submitted by the Bidder in accordance with this Documentation shall be issued in accordance with the description by the forms given in section 3 and include the following documents:

- 5.1 description of documents (Form 1);
- 5.2 questionnaire form of the Bidder (Form 2);
- 5.3 Commercial proposal (Form 3).
- 5.4 Document evidencing the powers of the person to act on behalf of the Bidder, and if necessary, a power of attorney properly executed and certifying that a person or persons signing such quote are authorized to sign such quote and that such quote shall be binding on the Bidder, documents evidencing the powers of the person signed the quote for participation in the request for proposals;
- 5.5 Statement with details on a lack/existing of affiliation of the Bidder with employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters) certified by the principal of the Bidder;
- 5.6 Copies of EASA approval certificates in accordance with Part M Subpart G and Subpart I and copy of the relevant certificate issued by EASA.
- 5.7 Capability List covering the provision of services for Boeing 737-800 Aircraft.
- 5.8 Documents evidencing experience for the provision of services, for aircraft evaluation and its documentation for conformity with EASA requirements, release of ARC Recommendation and EU OPS 1 Statement, at least five years.
- 5.9 Other documents in accordance with the terms of reference required for the issuance of commercial proposal.

6. Pricing Procedure for Commercial Proposal

The prices stated by the Bidder in the Request for Proposals in the Commercial Proposal shall be denominated in Euro (translation of currency other than Euro shall be at the fixed exchange rate of the Bank of Russia as at the opening day of envelopes).

The price for services shall include all expenses of the supplier related to the performance of services on the subject-matter of the procurement.

7. Clarifications on the points of the documentation of the request for proposals

Any bidder may submit an inquiry to the Customer for clarification of the points of the documentation on the request for proposals in writing or as an electronic document in term not more than 2 business days prior to the deadline for submission of proposals.

8. Procedure for submission of the Quotes in the request for proposals

The Bidder shall put the Quote into the envelope. Then the envelope shall be sealed. The envelope shall be marked as follows: "The Quote for Request for Proposals for evaluation of aircraft and its documentation for the conformity with the EASA requirements, release of ARC Recommendation and EU OPS 1 Statement".

DO NOT OPEN BEFORE 10:00 a.m. (Moscow Time), 03 November 2016".

Taking the Quotes for request for proposals shall end at 10:00 p.m. (Moscow Time) on 03 November 2016 but not earlier than the time stated in the notice on the for proposals (hereinafter the Notice).

The Quotes to participate in the request for proposals until the last day for submission of the Quotes shall be submitted at the address: Tender Division, 18/4 Pilotov St., Saint Petersburg, 196210, contact phone: (812) 6-333-999 ext. 24-63.

The envelopes with the quotes received by the Customer after the end time for submission of quotes for participation in the request for proposals are subject to no examination and be forwarded to the bidders who have filed such quotes within three business days after such quotes are received without integrity violation of the envelope in which such quote was submitted.

9. Amendments and withdrawal of Quotes in the request for proposals

The Bidder may amend or withdraw a submitted Quote for Request for Proposals provided its appropriate written request is received by the Customer prior to the deadline for submission of Quotes for Request of Proposals at the address specified in item 8 of this section. Such Bidder's request for quote withdrawal shall be signed by its principal or a person duly authorized by it (with a power of attorney attached). Amendments in the quote shall be introduced by withdrawing the earlier submitted quote and then re-submission of an amended quote. In its request, the Bidder shall indicate that the earlier submitted quote should be withdrawn because of submission of a new amended quote. In this case date and time of quote submission shall be date and time of submission of the initial quote.

10. Procedure for opening the envelopes with the Quotes in the request for proposals

Publicly on the day and place stated in the notice by the bidding commission of the Customer (hereinafter the Commission) it shall be announced the quotes submitted for participation in the request for proposals.

The Commission shall keep the record of the quotes submitted where it is stated name and postal address of each Bidder, availability of information and documents submitted as a

part of the Quote, terms of the performance of the agreement stated in such quote and which is the criterion for the assessment of the Quotes.

The Bidders submitted the Quotes for Request for Proposals or their representatives may attend the announcement of quotes submitted. In order to do so a Bidder shall notify by letter three days before such announcement of the quotes, the Secretary of the Bidding Commission, with the attachment of the copies of passports (for execution of a pass) and a power of attorney for attendance. All persons attending the announcement of quotes shall be registered in the Registration List of representatives of the Bidders.

11. Pre-qualification stage, procedure for examination of quotes submitted for request for proposals

Within the pre-qualification stage the bidding commission shall examine:

- the quotes for the compliance with the requirements of documentation on request for proposals with respect to execution and set of quotes. Where the quotes are deemed as meeting the requirements of documentations even if they have minor failures in form or arithmetic and grammar errors which are corrected or the bidder who has submitted such quote agrees to their correction;
- a procurement bidder for the compliance with the customer requirements set in item 2 of this section of documentation;
- offered goods, works, services for the compliance with the requirements of the request for proposals.

It is recognized meeting the formal requirements the quote that complies with all provisions, terms and conditions of the documentation for request for proposals and contains no significant deviations or reserves. Significant deviations or reserves are the following deviations or reserves:

- a) affecting any significant way the scope or quality of goods delivered (works performed, services provided);
- b) restricting any significant way the rights of the customer or obligations of the procurement bidder under the agreement contemplated by documentation;
- c) their correction put at a disadvantage in the competitive struggle other bidders which have submitted the quotes substantially meeting the requirements.

If there are discrepancies in the quote between the indication of the amounts in words and figures, then the commission takes into account the amount stated in words.

Based on the results of examination of the quotes for participation in the request for proposals the Bidding Commission will take a decision on:

- admission to the participation in the request for proposals of the Bidder (recognition of the bidder submitted the quote for a request for proposals as the bidder in such request for proposals);
- refusal to admit the bidder to participate in the request for proposals and rejection of its quote.

A bidder shall not be allowed for participation in the request for proposals if:

- there is a failure to submit documents determined by item 5 of this section or existing incorrect details on the procurement bidder in such documents;
- incompliance of the procurement bidder with the requirements for the procurement bidders set by item 2 of this section;
- incompliance of qualification, mandatory and other parameters of the bidder as well as goods, works, and services offered with the requirements of the documentation on the request for proposals;
- A failure to provide clarifications on the Quote for request for proposals upon request of the Commission;
- the counter draft agreement submitted by the bidder is rejected by the customer in connection with the failure to meet the conditions of documentation of the request for

proposals;

- the price proposal exceeds the initial (maximum) set by the customer in the documentation of the request for proposals;
- incompliance of the quote for participation in the request for proposals with the requirements of documentation on the request for proposals, among other things:

a) the quote fails to comply with the form of documentation of the request for proposals and/or does not include in its contents mandatory details according to the requirements of such request for proposals

b) documents are not properly signed.

In case of finding fact of unreliable data indicated in the quote, finding fact of liquidation or bankruptcy proceedings or adjudication order being taken against the bidder, fact of suspended operations of the bidder according to the procedure established by the laws of the country of the Bidder, the 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 bidder shall be banned from bidding for the request for proposals procedure at any stage.

Should it be taken a decision at the pre-qualification stage, on the refusal to admit for participation in the request for proposals of all procurement bidders submitted the quotes for participation in the request for proposals or admission for participation in the request for proposals of the only procurement bidder submitted the quote for participation in the request for proposals, the request for proposals procedure shall be deemed failed.

Should the quote of the only procurement bidder be recognized complying with the requirements of documentation for request for proposals, such Bidder shall be deemed the only bidder in the public request for proposals. The Customer may enter into the agreement with the only bidder on the terms of documentation on request for proposals, draft agreement and the quote submitted by such Bidder. Such Bidder is not entitled to refuse from conclusion of an agreement with the Customer.

12. Evaluation and comparing the Quotes for the Request for Proposals

12.1. Evaluation and comparison of quotes shall be based on a 10-point scale by criteria referred to below subject to the significance of such criteria and applying the evaluation and comparison technique in accordance with the terms of this “Procedure for Evaluation and Comparison of Quotes in the Request for Proposals”.

12.2. Evaluation criteria of quotes in the request for proposals:

#	Significance of Parameter, %	Parameter Rating (V _{parameter})	Name of Criterion (parameter) (j)
1	90	0.9	Price
2	10	0.1	Services Delivery Time
	100	1	

12.3. Evaluation and comparison procedure of the quotes of the Bidders:

In order to get the evaluation of the quotes from the procurement bidders it is used a method that ensures a comparability of proposals which were evaluated differently by different parameters. In order to get the final evaluation for the system of different-type (which has a different physical sense) parameters it is take a 10-point scale.

Parameter evaluation is a function of its value.

$$K_{ij} = f(P_{ij} P_{ij}^{\delta a3})$$

It is assumed that:

evaluation is made using functional dependences between parameters and corresponding evaluations.

For parameters that may be qualitatively described as “the less the better” the following formula will be used:

$$1) K_{ij} = 10 \times \frac{P_{ij}^{\delta a3}}{P_{ij}} \times V_{parameter}$$

where K_{ij} - is weighted average point i –the bidder for j – parameter;

$P_{ij}^{\delta a3}$ - is a basic and the least (thus, the best) value of the values of this parameter proposed by all bidders;

P_{ij} - value of i th bidder by j – parameter;

$V_{parameter}$ - is parameter rating.

12.4. The final weighted average arithmetic evaluation of the quote is the sum of weighted average points of the i-th bidder by all parameters:

$$K_i = \sum K_{ij}$$

Fractional value **Ki** is rounded to two decimal digits after the point according to the mathematical rounding rules.

Comparison of the bidder quotes:

By the results of the evaluation it shall be made the comparison of the values of the final weighted average arithmetic evaluations (**Ki**) of quotes of all bidders. The Quote which receives the largest value **Ki** shall be assigned number one, etc.

Based on the results of evaluation and comparison of the quotes, each quote shall be assigned ordinal numbers with respect to others as far as the profitability of the conditions for the performance of the agreement contained therein decreases. The Quote which comprises the best combination of the performance conditions of the agreement shall be assigned number one. The Request for Proposal winner shall be deemed the bidder who offers the best combination of the performance conditions of the agreement and whose quote is assigned number one by the results of the evaluation and comparison of quotes.

13. Terms for Conclusion of an Agreement

The Agreement will be concluded with the Request for Proposals Bidder whose proposal meets more complete the requirements of the Customer stated in documentation, contains better conditions for the performance of the agreement, and whose quote is assigned number one.

The winner of the request for proposals shall submit to the Customer an agreement signed by him, within 15 working days after it has been notified about the results of the request for proposals.

The procurement Bidder may submit a counter draft agreement where it is complied with all mandatory terms explicitly stated in the documentation.

Then all conditions stated in the Terms of Reference (Section 4 of this documentation) shall be mandatory.

The term for conclusion of the agreement with the winner by the procurement results shall not exceed 90 days from the date of summarizing the results.

Contact person for conclusion of the agreement:

Skorokhod, Denis Pavlovich,

Phone.: +7 (3532) 67-66-57

e-mail: D.Skorokhod@rossiya-airlines.com

If the winner of the request for proposals evades concluding the agreement, the Customer shall be entitled to decide to award the agreement to the bidder whose quote has been assigned the second number, or any other decision. Such decision shall be issued as an appropriate Minutes of the Commission Meeting. The Agreement with such bidder shall be concluded under the terms and conditions specified in the draft agreement attached to the request for proposals documentation, and on the terms proposed by such Bidder in the Quote. Such bidder is not entitled to withdraw from conclusion of an agreement.

14. Miscellaneous

The Customer may without giving a reason take a decision to refuse from holding the request for proposals at any time or entering into an agreement, without being liable to the bidders, including compensation for any expenses related to issuance and submission of the quote for participation in the request for proposals.

If it is taken a decision to refuse holding of the request for proposals, the Customer shall bear no obligations or liability in the instance of a failure of the bidders in the request for proposals to familiarize themselves with a notice on refusal to hold such request for proposals.

Should the request for proposals be recognized failed and/or the agreement is not concluded with the bidder in request for proposals who has filed the only quote or recognized the only request for proposals bidder, the Customer may hold the repeated request for proposals or apply another method of procurement.

Section 2. Information Card for the Request for Proposals

The following information and data for the certain Request for Proposals are supplementary to the provisions of Section 1 Conditions of Request for Proposals. In case of any conflict, provisions of this Section shall prevail over provisions of Section 1.

	INFORMATION
Customer's name, location, postal address, contact persons	<p>Rossiya Airlines Joint Stock Company Location: 18/4 Pilotov St., St.Petersburg Mailing address: 18/4 Pilotov St., St.Petersburg, 196210. Customer web-site - – www.rossiya-airlines.com</p> <p>Contact person for procurement issues: Irina Kharevich Phone: +7 (812) 6-333-999 доб. 24-63 e-mail : tender@rossiya-airlines.com</p> <p>Contact person for issues related to Terms of Reference and contract: Kulnev, Ivan Petrovich, Phone.: +7 (3532) 67-66-57 e-mail: I.Kulnev@rossiya-airlines.com</p>
Procurement method	Request for proposals in the territory of a foreign state
Subject-matter of the Agreement	Evaluation of the aircraft conformity and their documentation
Characteristics and Scope of goods, works and/or services	Information is given in the Terms of Reference (Section 4 of the present Documentation)
Source of Financing	Equity capital of Rossiya Airlines JSC
Initial (maximum) agreement price (lot price)	Euro 70,000.00
Place of goods delivery, work performance and/or service providing	Information is provided in the Terms of Reference (Section 4 of this Documentation) and in the draft contract (Section 5 of this Documentation)
Terms of goods delivery, work performance, service providing	Information is provided in the Terms of Reference (Section 4 of this present Documentation) and in the draft contract (Section 5 of this Documentation)
Payment method, time and procedure	Information is provided in the draft agreement (Section 5 of this Documentation)
Determination of price benchmarking basis	Common basis for benchmarking of quotations shall be quoted prices of all bidders obtained in accordance with provisions of item 6, Section 1 of this documentation

Currency of the Request for Proposals:	Euro
Quote language	Russian, English
Outsourcing of co-contractors/sub-contractors	Not permitted
Place, date and time of beginning/deadline of quotes submission	Date and time of beginning of quotes submission 25 October 2016, 19:00 p.m. (Moscow Time); Deadline of quotes submission 03 November 2016, 17:00 p.m. (Moscow Time).
Date of beginning and end of time period for submission of clarifications for bidders regarding the documentation provisions	Clarifications regarding the documentation provisions shall be submitted from the 19 th of October till the 28 th of October 2016.
Place and date of opening of envelopes with quotes	Envelopes with quotes shall be opened on 03 November 2016 , at the following address: Office of the Bidding Commission Chairman, 18/4 Pilotov St., Saint Petersburg.
Place and date of quotes review and summarizing procurement results	Office of the Bidding Commission Chairman, 18/4 Pilotov St., Saint Petersburg, on or prior to 08 November 2016
Validity of a quote for the Request for Quotations	Within 90 days.

Section 3. Forms and Documents Templates

Form 1 List of Documents

To be submitted for request for proposals to identify a company

(name of the corporate Bidder)

Hereby certify that it submits the documents referred to below for participation in the request for proposals:

#	Name	Total Number of Pages	Page Number
1.			
2.			
3.			
...			

Company Principal (Authorized Person)
of the Bidder

seal

/ Print Name /

Form 2. Bidder Questionnaire Form

Bidder Questionnaire Form

1. Full and abbreviated name of the entity and its form of incorporation:	
2. Registration data:	
2.1. Date, place and registration authority	
2.2. Duration of the company	
3. Address of the Bidder	Country
	Address
	Phone
	Fax
Bank details	
4.1. Name of servicing bank	
4.2. Transaction account	
4. Internet site and e-mail address of the Bidder	
5. Last name, first name, patronymic and title of the Company principal	

Company Principal (Authorized Person)
of the Bidder

seal

/ Print Name /

**Form 3 COMMERCIAL PROPOSAL
FOR PARTICIPATION IN THE REQUEST FOR QUOTATIONS TO SELET THE SERVICES
PROVIDER**

1. _____
(name of the corporate Bidder)

Represented by _____
(name of principal title and his full name.)

This is to advise of consent to take part in the request for proposals on the terms set forth in the documentation, and to submit the following commercial proposal.

2. We agree _____
(state the subject-matter of the request for proposals)

contemplated by the request for proposals in accordance with the requirements of the Terms of Reference and on the terms we have stated in this Commercial Proposal:

2.1. Price and services delivery time proposal:

#	Number of Aircraft to Be Evaluated	Cost of Service to Be Provided	Service Delivery Period for Evaluation of Each Aircraft number of calendar days
1	VQ-BIZ		
2	VQ-BJC		
3	VQ-BCJ		
4	VQ-BFZ		
5	VQ-BFY		
6	VQ-BNK		
Total:			

3. We have noted materials of the Terms of Reference that influence cost of services.

4. We agree that should we fail to include any pricing with respect to the subject-matter of the request for proposals, such services will be delivered in any case in full accordance with the Terms of Reference and terms of the price quoted by us.

5. This Commercial Proposal is to confirm that against

(name of the Bidder)

no liquidation, bankruptcy proceedings are initiated, or business is suspended.

6. Should our proposal be recognized the best, we undertake the obligation to sign the agreement with Rossiya Airlines for

(state the subject-matter of the request for proposals)

in accordance with the requirements of documentation and terms stated in this commercial proposal, within 15 business days after the Customer has notified us.

7. Should our proposal be the best after the proposal of the request for proposals winner, and the request for proposals winner is recognized evading the conclusion of the agreement with the Customer, we undertake to sign the agreement for_____ (state the subject-matter of the request for proposals)

In accordance with the requirements of documentation and on the terms of our proposal within 15 business days after the Customer has notified us.

8. In the event of our winning in the request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents not later than the day of the conclusion of the agreement.

9. This Quote is valid within 90 days after the Customer has notified us.

10. The proposal consists of the following documents: _____

Company Principal (Authorized Person)
of the Bidder

seal

/ Print Name /

Section 4

Technical assignment

Review of aircraft Boeing 737-800 (VQ-BJC - MSN 27992; VQ-BCJ - MSN 29932; VQ-BNK - MSN 30414; VQ-BFZ - MSN 28644; VQ-BIZ - MSN 28645; VQ-BFY - MSN 29884) and aircraft documents to comply with EASA requirements and for Airworthiness Review Report and EU OPS 1 Statement issuance

Aircraft №1

1. Payment terms

Payments shall be made by wire transfer;

2. Payment terms

Prepayment in the amount of 20% of the fixed price shall be made within 10 days before start of work and final settlement shall be made within 30 days after Airworthiness Review Report issuance.

3. Location and performance terms

3.1 Location: Shannon, Ireland.

Approximate dates of service rendering: VQ-BJC – 2016, November

3.2 Turnaround time (TAT):

3.3.1 Turnaround Time shall not exceed 7 calendar days.

3.3.2 Final discrepancy report (if found) must be provided no later than 2 calendar days after completion of work.

3.4.3 Airworthiness Review report and Statements must be provided no later than 2 calendar days after discrepancies rectification (if found).

4. Requirements to Service Provider (CAMO)

4.1 CAMO must be approved by EASA in accordance with Part M Subpart G and Subpart I and should hold a respective EASA certificate.

4.2 CAMO should have Capability List including B737-800 aircraft.

4.3 CAMO should have experience for not less than 5 years.

4.4 All documents shall be provided in English.

4.5 The tender winner may propose its own draft agreement complying with the significant terms stated in the respective technical documentation.

5. Commercial requirements

The agreement currency shall be EURO.

The fixed price shall include the following expenses: price for issuing of Airworthiness Review Report and EU OPS Statement, daily fees and all travel expenses for the CAMO assigned personnel.

Aircraft №2

1. Payment terms

Payments shall be made by wire transfer;

2. Payment terms

Prepayment in the amount of 20% of the fixed price shall be made within 10 days before start of work and final settlement shall be made within 30 days after Airworthiness Review Report issuance.

3. Location and performance terms

3.1 Location: Shannon, Ireland.

Approximate dates of service rendering:

VQ-BIZ – 2016, November

3.2 Turnaround time (TAT):

3.2.1 Turnaround Time shall not exceed 7 calendar days.

3.2.2 Final discrepancy report (if found) must be provided no later than 2 calendar days after completion of work.

3.2.3 Airworthiness Review report and Statements must be provided no later than 2 calendar days after discrepancies rectification (if found).

4. Requirements to Service Provider (CAMO)

4.1 CAMO must be approved by EASA in accordance with Part M Subpart G and Subpart I and should hold a respective EASA certificate.

4.2 CAMO should have Capability List including B737-800 aircraft.

4.3 CAMO should have experience for not less than 5 years.

4.4 All documents shall be provided in English.

4.5 The tender winner may propose its own draft agreement complying with the significant terms stated in the respective technical documentation.

5. Commercial requirements

The agreement currency shall be EURO.

The fixed price shall include the following expenses: price for issuing of Airworthiness Review Report and EU OPS Statement, daily fees and all travel expenses for the CAMO assigned personnel.

Aircraft №3

1. Payment terms

Payments shall be made by wire transfer;

2. Payment terms

Prepayment in the amount of 20% of the fixed price shall be made within 10 days before start of work and final settlement shall be made within 30 days after Airworthiness Review Report issuance.

3. Location and performance terms

3.1 Location: Shannon, Ireland.

Approximate dates of service rendering:

VQ-BCJ – 2016, January

3.2 Turnaround time (TAT):

3.2.1 Turnaround Time shall not exceed 7 calendar days.

3.2.2 Final discrepancy report (if found) must be provided no later than 2 calendar days after completion of work.

3.2.3 Airworthiness Review report and Statements must be provided no later than 2 calendar days after discrepancies rectification (if found).

4. Requirements to Service Provider (CAMO)

- 4.1 CAMO must be approved by EASA in accordance with Part M Subpart G and Subpart I and should hold a respective EASA certificate.
- 4.2 CAMO should have Capability List including B737-800 aircraft.
- 4.3 CAMO should have experience for not less than 5 years.
- 4.4 All documents shall be provided in English.
- 4.5 The tender winner may propose its own draft agreement complying with the significant terms stated in the respective technical documentation.

5. Commercial requirements

The agreement currency shall be EURO.

The fixed price shall include the following expenses: price for issuing of Airworthiness Review Report and EU OPS Statement, daily fees and all travel expenses for the CAMO assigned personnel.

Aircraft №4

1. Payment terms

Payments shall be made by wire transfer;

2. Payment terms

Prepayment in the amount of 20% of the fixed price shall be made within 10 days before start of work and final settlement shall be made within 30 days after Airworthiness Review Report issuance.

3. Location and performance terms

3.1 Location: Shannon, Ireland.

Approximate dates of service rendering:

VQ-BNK – 2016, June

3.2 Turnaround time (TAT):

3.2.1 Turnaround Time shall not exceed 7 calendar days.

3.2.2 Final discrepancy report (if found) must be provided no later than 2 calendar days after completion of work.

3.2.3 Airworthiness Review report and Statements must be provided no later than 2 calendar days after discrepancies rectification (if found).

4. Requirements to Service Provider (CAMO)

- 4.1 CAMO must be approved by EASA in accordance with Part M Subpart G and Subpart I and should hold a respective EASA certificate.
- 4.2 CAMO should have Capability List including B737-800 aircraft.
- 4.3 CAMO should have experience for not less than 5 years.
- 4.4 All documents shall be provided in English.
- 4.5 The tender winner may propose its own draft agreement complying with the significant terms stated in the respective technical documentation.

5. Commercial requirements

The agreement currency shall be EURO.

The fixed price shall include the following expenses: price for issuing of Airworthiness Review Report and EU OPS Statement, daily fees and all travel expenses for the CAMO assigned personnel.

Aircraft №5

1. Payment terms

Payments shall be made by wire transfer;

Prepayment in the amount of 20% of the fixed price shall be made within 10 days before start of work and final settlement shall be made within 30 days after Airworthiness Review Report issuance.

3. Location and performance terms

3.1 Location: Tallinn, Estonia.

Approximate dates of service rendering:

VQ-BFZ – 2016, February

3.2 Turnaround time (TAT):

3.2.1 Turnaround Time shall not exceed 7 calendar days.

3.2.2 Final discrepancy report (if found) must be provided no later than 2 calendar days after completion of work.

3.2.3 Airworthiness Review report and Statements must be provided no later than 2 calendar days after discrepancies rectification (if found).

4. Requirements to Service Provider (CAMO)

4.1 CAMO must be approved by EASA in accordance with Part M Subpart G and Subpart I and should hold a respective EASA certificate.

4.2 CAMO should have Capability List including B737-800 aircraft.

4.3 CAMO should have experience for not less than 5 years.

4.4 All documents shall be provided in English.

4.5 The tender winner may propose its own draft agreement complying with the significant terms stated in the respective technical documentation.

5. Commercial requirements

The agreement currency shall be EURO.

The fixed price shall include the following expenses: price for issuing of Airworthiness Review Report and EU OPS Statement, daily fees and all travel expenses for the CAMO assigned personnel.

6. Assessment

During assessment the proposals provided by various Service providers (CAMO) with the same cost, the winner will be defined based on turnaround time criteria (minimum performance time). See table below

Aircraft №6

1. Payment terms

Payments shall be made by wire transfer;

2. Payment terms

Prepayment in the amount of 20% of the fixed price shall be made within 10 days before start of work and final settlement shall be made within 30 days after Airworthiness Review Report issuance.

3. Location and performance terms

3.1 Location: Tallinn, Estonia.

Approximate dates of service rendering:

VQ-BFY – 2016, April

3.2 Turnaround time (TAT):

3.2.1 Turnaround Time shall not exceed 7 calendar days.

3.2.2 Final discrepancy report (if found) must be provided no later than 2 calendar days after completion of work.

3.2.3 Airworthiness Review report and Statements must be provided no later than 2 calendar days after discrepancies rectification (if found).

4. Requirements to Service Provider (CAMO)

4.1 CAMO must be approved by EASA in accordance with Part M Subpart G and Subpart I and should hold a respective EASA certificate.

4.2 CAMO should have Capability List including B737-800 aircraft.

4.3 CAMO should have experience for not less than 5 years.

4.4 All documents shall be provided in English.

4.5 The tender winner may propose its own draft agreement complying with the significant terms stated in the respective technical documentation.

5. Commercial requirements

The agreement currency shall be EURO.

The fixed price shall include the following expenses: price for issuing of Airworthiness Review Report and EU OPS Statement, daily fees and all travel expenses for the CAMO assigned personnel.

Section No. 5 DRAFT AGREEMENT

<p>with headquarters at: hereinafter named as the Seller; and the „Rossiya Airlines“ JSC, with headquarters at: Russian Federation, Saint-Petersburg, 196210, Pilotov street, h. 18, b. 4, hereinafter named as the Buyer; together hereinafter named as the Parties, and as singular the Party: have concluded the Contract _____ upon the following:</p> <p>1. The Subject of the Contract</p> <p>1.1 is evaluation of conformity of aircraft and their documentation set forth and within terms given in the Annex A, which is an integral part, hereof to the requirements given therein, , hereinafter referred to as the Services.</p> <p>2. Delivery and TAT</p> <p>2.1 Contractor will provide service for the EASA evaluation, release and ARC Recommendation EU OPS 1 Statement within the period agreed by the Parties. The delay in this period in the absence of force majeure, as defined herein in chapter 5, will be deemed a material breach of this agreement and, therefore, can be a basis for penalties.</p> <p>3. Payment</p> <p>3.1 Buyer shall settle invoice for the 50% of the price for the Services 10 business days prior to start of the Services. Should the Seller fail to render Services within agreed TAT, it shall return such prepaid amount plus 5% thereof per year.</p> <p>3.2 Upon confirmation of the Buyer on the Services, the Buyer shall settle invoice for the remaining 50% and agreed additional costs, if any, of the Price for the Services within 30 days on completion of the Services.</p> <p>3.3 It is Seller's responsibility to ensure that issuance (at time reasonably sufficient for the</p>	<p>с основным местоположением в, здесь в дальнейшем называемое Исполнитель; и АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь в дальнейшем называемое Заказчик; вместе здесь в дальнейшем называемые Стороны, а отдельно Сторона, заключили настоящий договор _____ о следующем ниже:</p> <p>1. Предмет договора</p> <p>1.1 составляет оценка соответствия ВС и их документации, согласно и в течение сроков по Приложению А, составляющему неотъемлемую часть настоящего договора, указанным в нём требованиям, здесь далее «Услуги».</p> <p>1.2 Сумма настоящего договора определяется совокупностью исполненных заказов на протяжении всего периода действия данного договора и не превысит _____</p> <p>2. Срок исполнения</p> <p>2.1 Исполнитель будет оказывать услугу по оценке ВС EASA, выпуску ARC Recommendation и EU OPS 1 Statement в течение сроков, согласованных Сторонами. Опоздание в этом сроке при отсутствии обстоятельства непреодолимой силы, как определено здесь в главе 5, будет считаться существенным нарушением настоящего договора и потому может быть основанием для штрафов.</p> <p>3. Оплата</p> <p>3.1 Заказчик будет оплачивать счёт за 20% цены за Услуги за 10 рабочих дней до начала оказания Услуг. При неоказании Исполнителем в течение согласованного Срока исполнения, он возвратит такую предоплату с 5% такой цены за год.</p> <p>3.2 После подтверждения Заказчиком в отношении Услуг Заказчик будет оплачивать счёт за оставшиеся 80% цены за Услуги, в течение 30 календарных дней после завершения оказания Услуг.</p> <p>3.3 В ответственности Исполнителя</p>
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<p>Buyer to settle the invoice) and delivery of invoices to the Buyer does not affect agreed TAT.</p> <p>3.4 Currency hereof is ____.</p> <p>3.5 Taxes with respect to any prices covered herewith are levied or nor levied i.a.w. current valid tax legislation. Parties shall pay due tax as are levied in their respective jurisdictions and have no liability to pay any other taxes.</p> <p>3.6 The Parties will pay bank charges, if any, imposed by their respective banks. In avoidance of doubt no Party shall settle a bank charge of the other Party.</p> <p>4. Warranty</p> <p>4.1 Seller warrants that it has full approval of the applicable aviation authorities to render Services in full. Seller shall reimburse to the Buyer documentally proven direct damage because of a breach of such warranty.</p> <p>4.2 Should an inconformity of Services to the standards set forth in the Annex A be found within reasonable time within their performance and upon their completion, Seller shall (i) reimburse to the Buyer documentally proven direct damage because of such inconformity (including without limitation costs arising in redelivery of the aircraft); and (ii) upon request of the Buyer, render Services FOC for the Buyer within new agreed TAT which have full conformity to the required standards.</p> <p>5. Force majeure</p> <p>5.1 Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence (whether in act or omission of the</p>	<p>убеждаться, что издание (в срок, разумно достаточный для Заказчика для оплаты этого счёта) и доставка счетов Заказчику не влияет на согласованный Срок исполнения.</p> <p>3.4 Валюта настоящего договора - евро</p> <p>3.5 Налоги на любые цены, охватываемые настоящим договором, налагаются или не налагаются в соответствии с действующим налоговым законодательством. Стороны будут платить подлежащие выплате налоги в своих соответствующих подсудностях; Стороны не имеют обязательства платить какие-либо иные налоги.</p> <p>3.6 Стороны будут оплачивать банковские вознаграждения, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какое-либо банковское вознаграждение другой Стороны.</p> <p>4. Гарантия</p> <p>4.1 Исполнитель гарантирует, что имеет полное одобрение на полное оказание Услуг от соответствующих авиационных органов. Исполнитель возместит Заказчику документально подтверждённый прямой ущерб по причине нарушения такой гарантии.</p> <p>4.2 При выявлении несоответствия Услуг стандартам, указанным в Приложении А, в течение разумного времени оказания и после их выполнения Исполнитель (i) возместит Заказчику документально подтверждённый прямой ущерб по причине такого несоответствия (включая без ограничения расходы, возникшие при возврате соответствующих ВС); и (ii) при запросе Заказчика окажет Услуги снова, безвозмездно для Заказчика в течение заново оговоренного Срока исполнения в полном соответствии с теми стандартами.</p> <p>5. Обстоятельства непреодолимой силы</p> <p>5.1 Ни одна из сторон не несет ответственности за задержку в исполнении или неисполнение обязательств, если задержка или неисполнении является результатом событий, обстоятельств или причин вне разумного контроля и</p>
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<p>respective Party), including but not limited to, war (declared and not) , terrorism, insurrections or riots, fires, floods, earthquakes, natural disasters, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, government requisition, restrictions, IT systems failures. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts. Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein.</p> <p>6. Jurisdiction & Governing law</p> <p>6.1 In case of any dispute concerning this contract the Parties will try finding the solution in negotiations in good faith. If such negotiations do not have the success within 60 calendar days, the Parties shall refer to arbitration court of the International Chamber of Commerce in London, the UK. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.</p> <p>6.2 Provisions of this Contract shall be construed with respective laws of the country of the residence of the Buyer.</p> <p>7. Validity</p> <p>7.1 This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof. The contract comes into binding force being signed by authorized representatives of both Parties;</p> <p>7.2 and remains valid through 31.XII.2020.</p>	<p>основанием которых не была вина или небрежность (будь то действием или бездействием соответствующей Стороны) включая, но не ограничиваясь, войну (объявленную и нет), терроризм, восстания или массовые беспорядки, пожары, наводнения, землетрясения, стихийные бедствия, эпидемии или карантинные ограничения, любое действие правительства или любого органа власти или его подразделения, правительственные реквизиции, сбои информационных систем. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство. Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства.</p> <p>6. Подсудность и Управляющее законодательство</p> <p>6.1 В случае любого спора в отношении этого договора, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к арбитражному суду Палата международной торговли в Лондоне, Великобритания. Такое разбирательство будет вестись на английском языке. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.</p> <p>6.2 Положения этого договора истолковываются по соответствующим законам страны местонахождения Заказчика.</p> <p>7. Действие</p> <p>7.1 Настоящий договор является единственным действительным обязывающим соглашением Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом. Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон;</p>
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<p>7.3. The Parties may at any time terminate this Contract by a 30 days prior written notice. Any termination hereof shall not relieve Parties from any obligation, which they are to fulfill hereunder. Any obligation not fulfilled at the time of any termination hereof shall be fulfilled within 30 working days following such termination or within other term upon written consent of the Parties.</p> <p>7.4 The Parties shall inform one the other about any changes in bank details, headquarters and other tidings they deem to be important by means of an official letter. No amendment hereof shall be needed for such cases.</p> <p>Signatures:</p> <p>For :</p> <p>Who: Position: When:</p>	<p>7.2 и останется в силе до 31 декабря 2018.</p> <p>7.3. Стороны вправе в любое время расторгнуть настоящий договор путём письменного уведомления за 30 календарных дней. Любое расторжение настоящего договора не освобождает Стороны от каких-либо обязательств по нему. Любое обязательство, не выполненное на время расторжение настоящего договора, должно быть выполнено в течение 30 рабочих дней после такого расторжения или в течение иного срока по письменному согласию Сторон.</p> <p>7.4 Стороны будут уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными, посредством официальных писем. Дополнений договора в таких случаях требоваться не будет.</p> <p>Подписи:</p> <p>От имени АО «Авиакомпания «Россия»</p> <p>Кто: Должность: Когда:</p>
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ANNEX 1
to the repair agreement

INFORMATION FORM

No	Name of the counterpart					Contract (Bank requisites, Subject Matter, Total Amount, Validity)					Owners/beneficiaries data (till the owners/beneficiaries of the last level)						
	taxpayer identification number	state registration number	name of the company	CEO name	CEO ID/ passport details	No. of Contract and entering into force	Subject Matter of Contract	Total Amount	Validity	Bank requisites and legal address	taxpayer identification number	state registration number (for organisations)	name of the owner/beneficiary	registration address	ID (passport details) for individuals	CEO/owner/ shareholder/ beneficiary	List of the documents confirming the info. about owners, shareholders and beneficiaries
1																	
2																	
3																	

authorized representatives of _____
Date: « __ » _____

“ROSSIYA AIRLINES” Joint Stock Company
General Director

_____ Dmitrii Saprykin

Date: _____

Provider

Date: _____

Appendix

To Agreement No. _____ dated _____

FORM FOR SUBMISSION OF INFORMATION

#	Name of Counterparty (Taxpayer's ID, type of business)						Agreement (details, subject-matter, total value, validity and other significant terms)					#	Details of the chain of owners of the counterparty, including beneficiaries (including ultimate)						
	Taxpayer's ID	Primary State Registration Number	Name of Counterparty	Code by All-Russian Classifier of Types Economic Activity	Last name, first name, patronymic of the Principal	Authority and number of identity document of the principal	Number and date	Subject-matter of the Agreement	Total price (mln. Rbls.)	Agreement Validity	Other significant terms		Taxpayer's ID	Primary State Registration Number	Company Name/Full name	Registered address/place of residence	Series and number of person identity document (for an individual)	Principal/member/shareholder/beneficiary/ details of executive body	Details of evidencing 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							
												...							

Title, full name of the Counterparty Principal _____
Печать _____ signature _____ /date/ _____

Note. The table states detailed information on the chain of owners of the counterparty (incorporators/shareholders; with respect to incorporators/shareholders which are legal entities the details of their incorporators, etc.), including ultimate beneficiaries : 1.1, 1.2 – owners of the counterparty under the agreement (owners of the first level); 1.1.2, 1.2.1, 1.2.2, etc.. – Owners of the entity 1.1 (owners of the second level) and etc. – according to the same scheme until the ultimate beneficiary (1.1.3.1)

Rossiia Airlines JSC
General Director

Dmitri Saprykin

Date: _____

(Supplier)

Date: _____

