

APPROVED BY  
Chairman of the Bidding Commission  
Rossiya Airlines JSC

M.N. Fedosov

(signature)

(name)

«                      »                      City of  
(DD)                      (MM)                      (YYYY)

## PROCUREMENT DOCUMENTATION

### Procurement Method

### Public Request for quotations

the selection of an organization for the purchase of additional components for HBS 737

(specify name of procurement according to the subject of the contract)

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 20-33-14, 2-nd edition)

### Public Request for quotations in Non-Electronic Format

#### Determination of Bidding Specific Features:

\_\_\_\_\_ not anticipated \_\_\_\_\_  
(specify whether procurement from small and/or medium business entities is anticipated/not anticipated)

### 1. General Conditions

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

This procedure includes   2   lot(s).

Lot No.		1			
Designation of subject of the contract (lot):		The purchase of additional components for HBS 737			
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
470250	USD	38	unit	30.30.50.110	30.30
Place of delivery/performance of work/service provision (address):		Stock A-Technic, Terminal D, Vnukovo airport, Moscow, Russia			

<b>Lot No.</b>		<b>2</b>			
<b>Designation of subject of the contract (lot):</b>		<b>The purchase of additional components for HBS 737</b>			
<b>Initial (maximum) contractual (lot) price excl. VAT</b>	<b>Currency of contract (lot)</b>	<b>Number (Volume)</b>	<b>Units of measure</b>	<b>Classification as per OKPD2</b>	<b>Classification as per OKVED2</b>
<b>14340</b>	<b>USD</b>	<b>4</b>	<b>unit</b>	<b>30.30.50.110</b>	<b>30.30</b>
<b>Place of delivery/performance of work/service provision (address):</b>		<b>Stock A-Technic, Terminal D, Vnukovo airport, Moscow, Russia</b>			

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

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

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

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

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

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

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

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for quotations in written or in electronic format at least two business days prior to the bids submission deadline. Within one business day 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	«23» 01. 2017r. 16.00 Moscow time
Time and date of bids submission deadline:	«07» 02. 2017r. 10.00 Moscow time
Place of bidders' bids submission	Tender Division, 18/4 Pilotov str., Saint-Petersburg, 196210.
Place and date of bids review and summarizing procurement results:	18/4 Pilotov str., Saint-Petersburg, 196210 «14» 02. 2017r

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

Kharevich Irina Aleksandrovna

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

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

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

Tsvetkov Leonid Vladimirovich

Phone.: +7(495)139-76-00 (ext.5579)

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

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

Potential bidder shall put the Bid into an envelope. Then the envelope shall be sealed.

2.5. The envelope shall be marked with the following: "Bid for the public request for quotations for the purchase of additional components for HBS 737.

DO NOT OPEN BEFORE «10» (Moscow time) «07» 02. 2017. Tender Division, hand delivery to Kharevich I.A, contact phone: +7(812) 6-333-949 or +7 (812) 633-39-99 extension 2463.

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

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

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

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

2.6.4. 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 Serviced by Rossiya Airlines JSC (except for procurement parties that are government bodies, state and municipal institutions, and unitary enterprises).

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

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

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

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

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

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

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

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

Payment method shall be bank transfer.

Payment due dates and procedure: Upon acceptance of the Equipment the Seller shall issue the invoice to be settled within 45 days since acceptance of such invoice.

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

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

4.2. Requirements to contractual capacity of Procurement Bidders:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.1.3. Quotation in accordance with it. 5.6÷5.8;

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

5.3. All rates in the bid shall be indicated in \_\_\_\_\_ USD \_\_\_\_\_ including all taxes and fees.  
(specify currency)

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.  
(specify time period)

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

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

- A list for the supply of aviation parts for Boeing 737 in accordance with the terms of reference (see Annex 3).  
(specify expenses that shall be included).

5.7. Quotations shall be submitted for each lot separately.

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

The commercial offer is prepared in accordance with the terms of reference (see Annex 3) and must include:

Lot № \_\_\_\_\_

ATA	P/N	Alt PN	DESCRIPTION	QTY	Place of delivery	Total price USD	Status
1							

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

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(specify whether anticipated / not anticipated)

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5.8.2. Possibility of subcontracting

not anticipated

*(specify whether anticipated / not anticipated)*

## 5.9. Lot separability:

not anticipated

*(specify whether anticipated / not anticipated)*


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


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

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

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

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

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

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

Indicators	Evaluation procedure
Compliance with the requirements for procurement parties	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.
Completeness of submitted documents	Check of documents submitted within the bid against the required list (Appendix 1) and accuracy of submitted information and documents.
Bid compliance with the requirements of procurement documentation	Check of the bid content including: Content of price quotation; Other information in accordance with the requirements given in the procurement documentation.

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

Bid of procurement bidder will be rejected in case:

- a) Any original documents or copies and other information as required by the procurement documentation are not submitted;
- b) Of non-compliance of the procurement bidder with the requirements to procurement parties stipulated in the procurement documentation;
- c) The bid includes deliberate misrepresentations, fraud in information or documents within the bid;
- d) Clarifications for the bid for the request for quotations are not provided when requested by the bidding commission;
- e) The procurement bidder is listed in blacklist of suppliers;

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

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

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

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

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

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

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

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

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

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

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

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

Each proposal is assigned a certain number of points for each criterion. To calculate the number of points in terms of documentation to set the highest (maximum) value of the formula is used:

$S_{baz} / S_{predl} \times K$ , where:

- $S_{baz}$  - the best (lowest) of all the proposals of the participants;
- $S_{predl}$  - assesses the proposals of the participants;
- $K$  - the maximum number of points assigned to the respective criteria in accordance with the table below.

To calculate the number of points on the technical condition of the parts uses the formula:

$(Predl / Baz \times K) + (Predl / Baz \times K) + (Predl / Baz \times K)$ , where:

- $P_{regl}$  – number of parts of the proposals of the participants in the state specified in the table below.
- $B_{as}$  – the total number of parts;
- $K$  – the maximum number of points assigned to the relevant criterion in accordance with the table below.

No	Criteria for evaluation	Maximum point
1.	Cost of spare parts	65
2.	Technical condition of the parts : status FN/OVH	35
3.	Technical condition of the parts : status REPAIR	23
4.	Technical condition of the parts : status TEST	12
	Maximum number of points	100

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

6.7. Placing final score to a bid:

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

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

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

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

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

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

6.9. For the purpose of evaluation and benchmarking of the bids for the request for quotations, the bidding commission will involve experts and specialists from the customer divisions and, but not limited to, any other parties as thought to be necessary. Expert conclusion based on the

results of the evaluation shall be submitted to the bidding commission to be used for making decision on determination of a winner. The bidding commission may disagree with conclusions and recommendations given in the expert conclusion provide applications for re-evaluation and re-comparison, involve other experts and specialists, or decide themselves. In this case, parties involved into bids evaluation and comparison including members of the bidding commission shall ensure confidentiality of evaluation process.

- 6.10. Based on the results of the Bidding Commission meeting in order to determine a winner of the request for quotations a Report on the results of the request for quotations shall be issued.
- 6.11. If the winner of the request for quotations avoids concluding the contract, the Bidding Commission shall be entitled to decide to award the contract to the bidder whose bid has been assigned the second number based on the outcome of evaluation and comparison of bids (quotations), under the terms and conditions given in the contract attached to the documentation and under the conditions of contract execution proposed by this bidder. Such decision shall be issued as an appropriate minutes of the meeting of the Bidding Commission. Bidder for the request for quotations is not entitled to withdraw from conclusion a contract.
- 6.12. The Customer shall be entitled to refuse to award a contract without reimbursement of any expenses related bidding for the request for quotations to the winner or any other bidders.
- 6.13. If the Customer refuse to conclude a contract both with the winner of the request for quotations and the bidder whose bid was the second one, the Customer shall post a relevant notification in the unified information system

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

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

## **8. Final provisions**

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

## **9. Appendices**

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

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

**QUESTIONNAIRE OF BIDDER<sup>1</sup>**  
**for procurement procedure:**

*(state designation of procedure)*

**Procedure No.** \_\_\_\_\_  
*(state number of procedure)*

**Lot No.** \_\_\_\_\_  
*(state number of lot)*

*(specify full name of the company in accordance with the Charter and type of business organization)*

*(specify short name of the company in accordance with the Charter)*

**1. Legal Details**

**Country** \_\_\_\_\_ **of**  
**registration**

**Legal address** \_\_\_\_\_

**Actual address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Fax** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**2. Bank Details**

Entity's Taxpayer Identification Number  
/ Taxpayer Record Validity Code (KPP):

Princi

pal

State

Regist

ration

Numb

er

(OGR

N):

Number of current  
account

Bank name

Correspondent account

BIC

**3. Registration details**

Registration date, place and authority

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

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>	
Document Title	Number of pages
1. Notarized copies of incorporative documents (Certificate of State Registration, Charter, Articles of Association).	
2. Notarized 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 quotations in the unified information system (for foreign companies – abstract from a trade 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 3 months prior to date of posting of the notice for request for quotations in the unified information system. (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)	
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.	
5. 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).	
6. 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.	
7. 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.	

<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.

8. 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).	
9. Brief background of the company's activities.	
10. Copies of audit reports (if any).	
11. 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.	
12. 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.	
13. <sup>3</sup>	
<b>5. Contact person</b>	
_____ (specify name, surname, phone, fax, e-mail)	
<b>The bidder hereby confirms accuracy of all information stated in the Questionnaire and agrees with all conditions specified in the procurement documentation related to the procurement procedure:</b>	
_____ (state designation of procedure)	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <p>(position of the chief executive officer)</p> <p><b>Stamp</b></p> <p>Date of compilation</p> </div> <div style="text-align: center;"> <p>_____ (signature)</p> <p>« _____ » _____ (DD) (MM) (YYYY)</p> </div> <div style="text-align: center;"> <p>_____ (state name)</p> </div> </div>	

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

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

We hereby confirm that \_\_\_\_\_

(specify name of the procurement bidder)

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

business entity and report the following information:

1. Place of business address (legal address): \_\_\_\_\_.
2. Taxpayer Identification Number / Taxpayer Record Validity Code (KPP): \_\_\_\_\_.

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

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

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

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

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

Item No.	Information designation <2>	Small entities	Medium entities	Indicator
1 <3>	2	3	4	5
1.	Total share in equity (joint-stock) capital (share fund) of the Russian Federation, constituent entity of the Russian Federation, municipalities, public and religious organizations (associations), charitable and other foundations in the equity (joint-stock) capital (share fund) of the specified legal entities shall not exceed twenty five percent (except for total share included into asset composition of joint-stock investment funds, property assets of closed-end investment funds, common property assets of investment partnerships), percent	Max. 25		-
2.	Total share in equity (joint-stock) capital (share fund) of foreign legal entities,	Max. 49		-

	percent			
3.	Total share owned by one or more legal entities that are not small and medium-sized business entities, percent	Max. 49		-
4.	Average number of employees for preceding calendar year (to be determined considering all employees including those working under civil law contracts or in secondary employment considering actual working hours, employees of representations, branches and other separate divisions of the specified micro-sized enterprise, small enterprise or medium-sized enterprise) for the recent 3 years, persons	up to 100 inclusive	from 101 to 250 inclusive	specify number of persons (for each year)
		up to 15 for micro-sized enterprise		
5.	Revenues from sales of goods, work, and services excluding value added tax or book value of assets (depreciated book value of fixed assets and intangible assets) for the recent 3 years, mln. roubles	800	2000	To be indicated in mln. roubles (for each year)
		120 per year – for micro-sized enterprise		
6.	Information about types of activity of the legal entity according to constituent documents or about types of activity of the physical person recorded in the Unified State Register of Private Entrepreneurs and performing business activity without foundation of a legal entity with indication of the OKVED2 (Russian Classification of Economic Activities) and OKPD2 (Russian National Classification of Products as per Types of Economic Activities) codes	-		
7.	Information about goods, work, and services produced by small and medium-sized business entities with identification of OKVED2 and OKPD2 codes	-		
8	Information about participation in approved programs of partnership of certain customers with small and medium-sized business entities	yes (no) (if participated – state name of the customer implementing the partnership program)		
9.	Availability of information about the small and medium-sized business entity in the register of partnership program	yes (no) (if available - specify name of the customer-holder of the partnership program register)		

	participants	
10.	Experience of execution of public and municipal contracts, civil agreements of budgetary institutions or agreements signed with legal entities covered by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities”	yes (no) (if any – specify number of executed contracts and total amount)
11.	Information of experience in production and delivery of products included into the innovative products register	yes (no)
12.	Information whether the small and medium-sized business entity has status of a person participating in executing of project for creation and support of operation of a territorially separate complex (Skolkovo Innovative Centre)	-
13.	Information that the chief executive officer, members of collegial executive body, chief accountant of the small and medium-sized business entity have no criminal records for crimes in the sphere of economy (except for persons with expired or expunged criminal records), and that no punishment in form of disqualification to hold certain positions or to practise certain professions related to activities of the small and medium-sized business entity, or administrative punishment in form of disqualification has been invoked in relation of the above-mentioned individuals	yes (no)
14.	Information about available data about the small and medium-sized business entity in blacklists of suppliers stipulated by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities and the Federal Law On Contractual System regarding Central and Local Government Procurement of Goods, Works and Services	yes (no)

Company Chief Executive Officer

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

(solo trader)

(signature)

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

Stamp

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

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

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

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

<b>Application for Bidding <sup>4</sup></b> <b>in the public request for quotations:</b>
(specify name of the procurement procedure, number of procedure, and lot number, if required)
1. Having studied conditions and requirements given in the procurement documentation posted at the Electronic Trading Facility
at:
<i>(specify address where the procedure was published)</i>
and Policy of Procurement of Goods, Work, and Services of the Customer
and accepting requirements and conditions of the request for price quotation procedure and conditions of goods delivery ( work performance, service rendering) stipulated in them
<i>(specify full name of legal entity / name, surname of individual)</i>
registered at the following address:
<i>(specify place of business of legal entity / place of residence of individual)</i>
proposes to conclude a contract for
<i>(specify subject of the contract)</i>
in accordance with the quote and other documents being an integral part of the present bid for the request for quotations.
2. We hereby inform (declare) that
<i>(specify full name of legal entity / name, surname of individual)</i>
Is not affected by any adjudication order or initiated bankruptcy proceedings (for legal entities).
Operations are not suspended according to the procedure established by the Russian Federation Administrative Offence Code, as of the date of submission of the bid for the purpose of participation in procurement;
No records in the suppliers blacklist as stipulated in Art.5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ on Contractual System regarding Central and Local Government Procurement of Goods, Works and Services dated April 5, 2013 are available.
3. We hereby guarantee accuracy of information in the bid for the request for quotations submitted by us and confirm the Customer's right to request from us, any authorised bodies, and legal entities and individuals mentioned in our bid for the request for quotations information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for quotations conditions equal for all bidders.

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

<p>4. In case we win the request for quotations we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents, within three days from the date of posting of the Report determining the bidder's right to conclude a contract with the customer in the unified information system <sup>5</sup>.</p>		
<p>5. In case, based on the results of the request for quotations, the Customer award us a contract we undertake to sign a contract with Rossiya Airlines JSC in accordance with the requirements given in the documentation for the request for quotations and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.</p>		
<p>6. In case we are recognized to be the second winner of the request or price quotations based on the results of procurement procedure and the winner of the request for quotations is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for quotations documentation and our quote.</p>		
<p>7. In case we are recognised to be the only one request for quotations bidder we undertake to sign the contract in accordance with the requirements given in the request for quotations documentation and at the price indicated in our quote.</p>		
<p>8. In case we are recognised to be the winner of the request for price for quotations or it is decided to conclude a contract with us in the stipulated cases, and our avoidance of entering into the contract, that are subject of the request for quotations we agree that information</p>		
<p>about</p>		
<p><i>(specify full name of legal entity / name, surname of individual)</i></p>		
<p>should be included into the supplier blacklist.</p>		
<p>9. We undertake not to amend and/or withdraw our bid for the request for quotations after the deadline for submission of bids for the request for quotations.</p>		
<p>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>6</sup>.</p>		
<p>11. Documents being an integral part of our bid for the request for quotations are attached to the present bid for the request for quotations,</p>		
as per the list on	page	
<p><b>Chief executive officer</b></p>		
(signature)		(state name)
<p><i>Stamp</i></p>		
Date of compilation	«       »	
	(DD)	(MM) (YYYY)

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

### **Terms of Reference**

1. Payment Method.

Non-cash, bank transfer.

2. Terms of Payment.

Upon acceptance of the Equipment the Seller shall issue the invoice to be settled within 45 days since acceptance of such invoice.

3. Delivery Address and Conditions.

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

3.2 Delivery conditions: FCA airport of departure (Incoterms 2010). Equipment shall be packed and prepared for transportation, and shall be accomplished with all necessary export documents.

3.3 Delivery date:

Within 150 days after conclusion of the Contract.

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/Repaired/Tested condition, Certificate of Conformity for parts, when applicable
- Packing list including information about shipment contents.
- Commercial and Consignment Invoices for the purpose of customs clearance that shall include the following (when applicable): the goods description, unit price and total cost, reference to the Contract, delivery and payment conditions, route and information about carrier.

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

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

4. Equipment list: 2 lots as per the Terms of Reference (ToR).

Quantity to be ordered: 2 lots as per the ToR.

5. Technical Specification.

5.1 Repairs reports shall be available for all blocks.

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

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

5.4 Guarantee period shall be at least 12 months for blocks in FN/OVH condition and 6 months for Repaired/Tested blocks.

5.5 CRS for blocks shall be confirmed by:

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

6 Commercial Specification.

Supplier shall provide sales price for each block in US dollars. The quote shall be exclusive, without any outsourcing. The winner may propose a Draft Contract complying with compulsory conditions of the draft contract and the present Terms of Reference.

7. State standards for these components do not exist.

## Lot #1

	P/N	DESCRIPTION	QTY	Price	Condition of the part
1	HG2050AC07	REFERENCE UNIT, AIR DATA INERTIAL, ADIRU	1		
2	141A6105-12	SNUBER ASSY	1		
3	9072215-1	IGNITER-SPARK MAIN	1		
4	HLX64621	NAV LIGHT( WING)	1		
5	45-0351-1	LIGHT ASSY	1		
6	622-8971-022	COMPUTER UNIT	1		
7	426HE13-8	SWITCH	1		
8	9059110-1	IGNITION LEAD	1		
9	10-631045-2	EXCITER UNIT, ENGINE IGNITION	1		
10	398908-3	VALVE ASSY, CONTROL, CABIN TEMPERATURE	1		
11	541674-4	ACTUATOR, RAM AIR EXHAUST DOOR ACTUATION	1		
12	473597-5	DETECTOR ASSY, SMOKE	1		
13	1-899-29	SENSOR	1		
14	5002R	LEVEL	1		
15	21C1-3-21	SWITCH	1		
16	3215618-4	ANTI-ICE VALVE ASSY	1		
17	4086850-922	DISPLAY, UNIT	1		
18	39-353	VALVE ASSY, MODULATING	1		
19	200-26604-02	TRANSFORMER	1		
20	4041-70	LIGHT ASSY	1		
21	4042-10	LIGHT ASSY-RECESS	1		
22	11-6537-7	MODULE ASSY	1		
23	K100-140-001	BALLAST	2		
24	45-0351-3	LIGHT ASSY, L/H, LNDG/APPRCH/TAXI	1		
25	Q4559X	LAMP, AIRCRAFT LANDING LIGHTS	1		
26	45-0351-4	LIGHT ASSY	1		
27	60-4983-3	POWER SUPPLY ASSY	1		
28	30-2506-3	LIGHT ASSY, STROBE	1		
29	30-0909-201	LIGHT ASSY-ANTI COLLISION	1		
30	4554	LIGHT, LANDING	1		
31	7800000-010	VALVE ASSY, FLUSH	1		
32	7800001-008	VALVE ASSY, RINSE, LAVATORY TOILET	1		
33	285W0024-1B	MODULE ASSY,PHONE, FLIGHT ATTENDANT	1		
34	64300-200	HEADSET ASSY, BOOM/MICROPHONE	1		
35	64753-001-003	COFFEE MAKER	1		
36	67262-001-003	OVEN	1		
37	L13471-12M	COFFEE MAKER	1		

Lot #2

	P/N	DESCRIPTION	QTY	Price	Condition of the part
1	4041-48	LIGHT ASSY	1		
2	K100-140-001	BALLAST	2		
3	4510-48LG-00	WATER BOILER	1		

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

### **Draft contract for purchase of additional components**

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

#### **1. Subject**

1.1 is purchase of additional components (hereinafter referred to as the **Equipment**):

Lot#1

	P/N	Designation	Quantity	Price	Condition of the part
1	HG2050AC07	REFERENCE UNIT, AIR DATA INERTIAL, ADIRU	1		
2	141A6105-12	SNUBER ASSY	1		
3	9072215-1	IGNITER-SPARK MAIN	1		
4	HLX64621	NAV LIGHT( WING)	1		
5	45-0351-1	LIGHT ASSY	1		
6	622-8971-022	COMPUTER UNIT	1		
7	426HE13-8	SWITCH	1		
8	9059110-1	IGNITION LEAD	1		
9	10-631045-2	EXCITER UNIT, ENGINE IGNITION	1		
10	398908-3	VALVE ASSY, CONTROL, CABIN TEMPERATURE	1		
11	541674-4	ACTUATOR, RAM AIR EXHAUST DOOR ACTUATION	1		
12	473597-5	DETECTOR ASSY, SMOKE	1		
13	1-899-29	SENSOR	1		
14	5002R	LEVEL	1		
15	21C1-3-21	SWITCH	1		
16	3215618-4	ANTI-ICE VALVE ASSY	1		
17	4086850-922	DISPLAY, UNIT	1		
18	39-353	VALVE ASSY, MODULATING	1		
19	200-26604-02	TRANSFORMER	1		
20	4041-70	LIGHT ASSY	1		
21	4042-10	LIGHT ASSY-RECESS	1		
22	11-6537-7	MODULE ASSY	1		
23	K100-140-001	BALLAST	2		
24	45-0351-3	LIGHT ASSY, L/H, LNDG/APPRCH/TAXI	1		

	P/N	Designation	Quantity	Price	Condition of the part
25	Q4559X	LAMP, AIRCRAFT LANDING LIGHTS	1		
26	45-0351-4	LIGHT ASSY	1		
27	60-4983-3	POWER SUPPLY ASSY	1		
28	30-2506-3	LIGHT ASSY, STROBE	1		
29	30-0909-201	LIGHT ASSY-ANTI COLLISION	1		
30	4554	LIGHT, LANDING	1		
31	7800000-010	VALVE ASSY, FLUSH	1		
32	7800001-008	VALVE ASSY, RINSE, LAVATORY TOILET	1		
33	285W0024-1B	MODULE ASSY,PHONE, FLIGHT ATTENDANT	1		
34	64300-200	HEADSET ASSY, BOOM/MICROPHONE	1		
35	64753-001-003	COFFEE MAKER	1		
36	67262-001-003	OVEN	1		
37	L13471-12M	COFFEE MAKER	1		

## Lot #2

	P/N	DESCRIPTION	QTY	Price	Condition of the part
1	4041-48	LIGHT ASSY	1		
2	K100-140-001	BALLAST	2		
3	4510-48LG-00	WATER BOILER	1		

**1.2. Technical Specification**

- Repairs reports shall be available for all blocks.
- Equipment shall be ready for operation and have all required scope of maintenance completed in accordance with requirements of the manufacturer.
- Equipment shall have information about documented source of origin according to requirements of the appropriate aviation authorities or Manufacturer.
- CRS for blocks shall be confirmed by:
  - a) Modification status from the Manufacturer (if applicable);
  - b) FAA (EASA) AD/SB information (if applicable);
  - c) Lot number of the block software (if applicable);
  - d) Data on operating time and remaining life for HT/LLP.

**1.3** Customer may also purchase other equipment (hereinafter also referred to as the Equipment) and services (hereinafter referred to as the Services) from Contractor based on further specifications or orders, upon Parties' consent, covered by the warranties for the goods and services as specified in it.1.1. Such Equipment and Services will be also the subject of the present Contract. Equipment shall be delivered accompanied with all required certificates and technical documentation as agreed by the Parties.

**1.4** Sum of the present Contract shall be determined by the sum of orders executed during the entire period of validity of the present Contract and shall not exceed \_\_\_\_\_

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

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

2.2 Deliveries upon the present Contract shall be as per FCA airport of departure (Incoterms 2010) from Contractor to Customer; DAP "Contractor's location" (Incoterms 2010) from Customer to Contractor, if applicable.

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

2.4 Delivery date shall be performed within 150 days from the date of entering into the Contract.

Information about the date of Equipment shipment shall be forwarded at least one week in advance via email:

E-mail: logistics-VKO@rossiya-airlines.com

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

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

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

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

### **3. Payment**

3.1 Currency of the present Contract shall be US Dollars

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

3.2 Bank details of the Parties:

Customer:

Contractor:

3.3. Payment dates and procedure:

NET45. Payment shall be made within 45 days from the date of the Equipment receipt by the Customer

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

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

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

3.7. In case Contractor exceeds the delivery time specified in it.2.3 hereof for a period of more than 20 (twenty) business days provided the Customer meets the payment due dates Contractor shall, within 10 (ten) bank days from the date of receipt of Customer's Notification about such default:

- Return to the Customer amount of money transferred by the Customer in accordance with it.3.3 hereof.
- Pay the Customer interest for use of another's monetary funds at the rate of 0.1% of the sum paid, for each date of such use from the date of crediting of the monetary funds to the Contractor's bank account to the date of their crediting to the Customer's bank account.

3.8. If during execution of the Contract any need for additional scope of work and/or services not provided for in the Contract but related to such work is revealed the Customer may change amount of work and services by 20% of the initially agreed scope.

#### **4. Warranty**

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

4.2 Period of the warranty specified in it. 4.1 hereof shall be 12 months for blocks in FN/OVH condition and 6 months for blocks in Repaired/Tested condition from the date of acceptance of Equipment or Services by the Customer, hereinafter referred to as the Warranty Period.

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

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

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

- (i) date of sent and receipt (by duly authorized representative of the other Party) of such notice via e-mail; or
- (ii) date of acceptance if they have been sent via a first-class express mail with advice of delivery or equivalent service but in any case with possible advice of delivery.

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

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

## 5. Force Majeure

5.1 Neither party shall be liable for full or partial non-fulfilment of any of their obligations if this non-fulfilment is caused by any circumstances like Acts of God, war (whether declared or not), civil commotion, transport accidents, and embargo on imports and exports occurring after conclusion of the present Contract. If such circumstances directly affect fulfilment of the obligations hereunder, the affected Party shall notify immediately the other Party accordingly in writing, and time period for fulfilment of such obligation shall be extended for the period of occurrence of the circumstance.

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

## 6. Jurisdiction and Governing Laws

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

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

## 7. Validity

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

7.2 The Contract shall come into force when signed by authorized representatives of both Parties and shall be valid until the 31<sup>st</sup> of December, 2018. The Parties may terminate this Contract at any time by a 60-day's prior written notice.

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

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

**Signatures of the Parties:**

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

**NAME** \_\_\_\_\_

**NAME** \_\_\_\_\_

**POSITION** \_\_\_\_\_

**POSITION** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_