

APPROVED BY
Chairman of the Bidding Commission
Rossiya Airlines JSC

M.N. Fedosov

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PROCUREMENT DOCUMENTATION

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

Supply of Flap Carriages for Boeing 747-400 Aircraft on Exchange Conditions

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

Determination of Bidding Specific Features: Not anticipated

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

1. General Conditions

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

This procedure includes 2 lot(s).

Lot No.	1				
Designation of subject of the contract (lot):	Supply of Flap Carriages for Boeing 747-400 Aircraft				
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
435 000	USD	8	Un.	30.30.50.110	30.30.

Place of delivery/performance of work/service provision (address):	A-Technic Warehouse, Terminal D, Vnukovo airport, Moscow, Russia.				
Lot No.	2				
Designation of subject of the contract (lot):	Supply of Flap Carriages for Boeing 747-400 Aircraft				
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
215 000	USD	4	Un.	30.30.50.110	30.30.
Place of delivery/performance of work/service provision (address):	A-Technic Warehouse, Terminal D, Vnukovo airport, Moscow, Russia.				

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

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

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

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

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

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

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

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for proposal in written or in electronic format at

least three business days prior to the bids submission deadline. Within two business days from the date of receipt of the above-mentioned inquiry for clarification of the provisions of the documentation the Customer shall provide clarifications to the potential bidder submitted the inquiry and to post such clarifications in the unified information system (not indicating name or address of the potential bidder provided this inquiry for clarification).

2. Procedure and place of submission of procurement bids.

2.1. Time period of the procurement procedure:

Time and date of bids submission beginning	18.00 Moscow time «12».09.2017
Time and date of bids submission deadline	10.00 Moscow time «26».09. 2017
Place of bidders' bids submission	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/
Place and date of bids review and summarizing procurement results	18/4 Pilotov str., Saint-Petersburg, 196210 «03».10. 2017

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

Kharevich Irina Aleksandrovna Phone: +7 (812) 633-39-99 extension 2463 e-mail: tender@rossiya-airlines.com
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2.3. For the purpose of bidding for the request for proposal, potential bidder shall compile the bid for the request for proposal executed fully in compliance with the requirements of documentation for the request for proposal. The potential bidder may submit only one bid related to each subject of the request for proposal.

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

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

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

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

2.4.4. To submit, within week term from the date of posting a protocol determining the bidder's right for entering into a contract with the customer, information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents according to the form provided in Appendix B 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).

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

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

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

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

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

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

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

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

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

Payment method shall be bank transfer.

Payment due dates and procedure: Following receipt of the Equipment by the Customer, the Supplier shall issue an invoice for the Equipment exchange, to be fully settled within 45 calendar days as of the date of its receipt. Upon completion of the inspection of the original flap carriages returned by the Customer at the Supplier's office and determination of their repair cost, the Supplier shall issue an invoice for final payment for exchange and repair of the Equipment to be fully paid within 45 calendar days from the date of its receipt.

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. Commercial proposal in accordance with it. 5.6÷5.8.

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

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

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

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

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

- All the possible expenses of the supplier (contractor, executor). If the price Applications will not be considered any condition of the goods, works and services, that will be carried out by a contractor costs at their own expense. In that case VAT cannot be assessed; the participant must provide supporting documents this fact.

5.7. Commercial proposal shall be submitted for each lot separately.

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

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

5.8.2. Possibility of subcontracting:
not anticipated

5.9. Lot separability: not anticipated

5.10. Application software: not anticipated

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

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

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

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

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

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

Indicators	Evaluation procedure
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 for proposal; Other information in accordance with the requirements given in the procurement documentation.

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

Bid of procurement bidder will be rejected in case:

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

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

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

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

6.5.3. Check of the procurement bidder including his legal capacity, authenticity of the bid, accuracy of submitted information and documents, bidder non-listing in the blacklist of suppliers, any overdue receivables and/or pending obligations against the customer under

the previously concluded contracts (including those with entities affiliated with the procurement bidder).

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

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

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

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

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

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

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

	table below.	
		100

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

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

where:

N – the price of the contract

P - the value proposition of the provider.

T1 - charges for customs clearance.

T2 - customs duties.

T3 - cost of services of the customs representative.

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

D - the cost of transportation.

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

6.7. Placing final score to a bid:

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

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

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

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

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

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

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

comparison including members of the bidding commission shall ensure confidentiality of evaluation process.

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

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

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

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

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

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

8. Final provisions

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

9. Appendices

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

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 20 days before the deadline for receipt of applications. (this requirement does not cover bidders that are non-Russian residents).	
4. Documents confirming right of the procurement bidder to deliver goods not produced by him, supported by corporate guarantees of the goods manufacturer (originals or copies)	
5. Document confirming powers of the person to perform actions on behalf of the procurement bidder - the legal entity (copy of the decision on appointment or election or order on appointment of a physical person to a position, according to which such physical person has rights to act on behalf of the procurement bidder without power of attorney (hereinafter also referred to the - the chief executive officer). If the procurement bidder is represented by any other person acting on behalf of them, the bid shall also contain the power of attorney to act on behalf of the procurement bidder certified by the procurement bidder's seal (for legal entities) and signed by the chief executive officer of the procurement bidder or a person authorized by this chief executive officer, or the notarized copy of such power of attorney. In case the above-mentioned power of attorney is signed by person authorized by the chief executive officer of the procurement bidder the bid shall also include a document to confirm power of such person.	
6. Copies of accounting records: for Russian legal entities – copies of balance sheet, statement of financial results including all attachments thereto, for the recent reporting period except for newly registered companies (for foreign companies – copies of documents similar to balance sheet and statement of financial results).	
7. Copies of documents confirming the right to run certain operations (licenses, etc.) in cases permitted by the applicable legislation of the Russian Federation and/or confirming the goods and services compliance to certification requirements.	
8. Copies of notification about application of the simplified taxation system (STS) or notification letter of the bidder about application of the STS bearing a seal of a tax authority (where applicable), supporting by the tax declaration for the tax paid in connection with application of the STS, for the recent year.	
9. Information on non-availability/availability affiliation of the procurement bidder with Rossiya Airlines JSC employees and their close relatives (spouses, children, parents, brothers and sisters).	
10. Brief background of the company's activities.	
11. Copies of audit reports (if any).	
12. For a group (several persons) of persons acting for the procurement bidder, an original or a notarized copy of the document confirming consolidation of the persons acting for the procurement bidder as a group, and the right of the certain procurement bidder to participate in the procedure on behalf of a group of persons including right to submit application for bidding, to sign protocols and contract shall be also provided.	
13. Description of the goods to be delivered, their functional characteristics, quantity and quality characteristics (if the goods are a	

procurement subject) or description of the work to be performed, or description of the service to be rendered (if subject of the procurement is work or service), their quantity and quality characteristics.	
14. ³	
5. Contact person	
<i>(specify name, surname, phone, fax, e-mail)</i>	
<p>The bidder hereby confirms accuracy of all information stated in the Questionnaire and agrees with all conditions specified in the procurement documentation related to the procurement procedure:</p>	
<i>(state designation of procedure)</i>	
<i>(position of the chief executive officer)</i>	<p style="text-align: right;"><i>(signature)</i></p> <p style="text-align: right;"><i>(state name)</i></p>
Date of compilation	<p>Stamp</p> <p>« _____ » _____</p> <p style="text-align: center;"><i>(DD)</i> <i>(MM)</i> <i>(YYYY)</i></p>

³ Procurement bidder may submit any additional information about his company.

**Appendix 2
to the Procurement Documentation**

**Application for Bidding ⁴
in the public request for proposal:**

(specify name of the procurement procedure, number of procedure, and lot number, if required)

1. Having studied conditions and requirements given in the procurement documentation and Policy of Procurement of Goods, Work, and Services of the Customer and accepting requirements and conditions of the request for price proposal procedure and conditions of goods delivery (work performance, service rendering) stipulated in them

(specify full name of legal entity / name, surname of individual)

registered at the following address:

(specify place of business of legal entity / place of residence of individual)

proposes to conclude a contract for

(specify subject of the contract)

in accordance with the commercial proposal and other documents being an integral part of the present bid for the request for proposal.

Commercial proposal:

Lot №1

Part No	Description	QTY	Flat rate Exchange price	BER Level
65B08027-51	Flap carriage	2		
65B08027-53	Flap carriage	1		
65B10187-55	Flap carriage	2		
65B10187-54	Flap carriage	2		
65B08027-50	Flap carriage	1		

Lot №2

Part No	Description	QTY	Flat rate Exchange price	BER Level
65B08027-51	Flap carriage	2		
65B08027-53	Flap carriage	1		
65B08027-50	Flap carriage	1		

2. We hereby inform (declare) that

(specify full name of legal entity / name, surname of individual)

Is not affected by any adjudication order or initiated bankruptcy proceedings (for legal entities).

Operations are not suspended according to the procedure established by the Russian Federation Administrative Offence Code, as of the date of submission of the bid for the

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

purpose of participation in procurement;	
No records in the suppliers blacklist as stipulated in Art.5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ on Contractual System regarding Central and Local Government Procurement of Goods, Works and Services dated April 5, 2013 are available.	
3. We hereby guarantee accuracy of information in the bid for the request for proposal submitted by us and confirm the Customer's right to request from us, any authorised bodies, and legal entities and individuals mentioned in our bid for the request for proposal information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for proposal conditions equal for all bidders.	
4. In case we win the request for proposal we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents, within week term from the date of posting of the Report determining the bidder's right to conclude a contract with the customer in the unified information system.	
5. In case, based on the results of the request for proposal, the Customer award us a contract we undertake to sign a contract with Rossiya Airlines JSC in accordance with the requirements given in the documentation for the request for proposal and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.	
6. In case we are recognized to be the second winner of the request for proposal based on the results of procurement procedure and the winner of the request for proposal is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for proposal documentation and our quote.	
7. In case we are recognised to be the only one request for proposal bidder we undertake to sign the contract in accordance with the requirements given in the request for proposal documentation and at the price indicated in our quote.	
8. In case we are recognised to be the winner of the request for proposal or it is decided to conclude a contract with us in the stipulated cases, and our avoidance of entering into the contract, that are subject of the request for proposal we agree that information	
about	
<i>(specify full name of legal entity / name, surname of individual)</i>	
should be included into the supplier blacklist.	
9. We undertake not to amend and/or withdraw our bid for the request for proposal after the deadline for submission of bids for the request for proposal.	
10. By submitting the present bid, we confirm our consent to personal data proceeding in accordance with Federal Law No.152-FZ Concerning Personal Data dated July 27, 2006 ⁵ .	
11. Documents being an integral part of our bid for the request for proposal are attached to the present bid for the request for proposal,	
as per the list on	page
Chief executive officer	
	(signature)
	(state name)
<i>Stamp</i>	
Date of compilation « »	

(DD) (MM) (YYYY)

⁵Item is included in the purchase application only participants - individuals.

Terms of Reference
for Supply of Flap Carriages for Boeing 747-400 Aircraft on Exchange Conditions

1. Payment Method

Non-cash, bank transfer.

2. Payment Due Date and Procedure

Following receipt of the Equipment by the Customer, the Supplier shall issue an invoice for the Equipment exchange, to be fully settled within 45 calendar days as of the date of its receipt. Upon completion of the inspection of the original flap carriages returned by the Customer at the Supplier's office and determination of their repair cost, the Supplier shall issue an invoice for final payment for exchange and repair of the Equipment to be fully paid within 45 calendar days from the date of its receipt.

3. Delivery Address and Terms.

3.1 Delivery Address: Warehouse of A-Technics LLC, Vnukovo Airport, Terminal D, Moscow, Russia (delivery address may be changed by the Parties' agreement).

3.2 Delivery Terms: FCA LHR / FRA / HAM / MUC / VNO / CPH / FCO / MIA / LAX / JFK (Incoterms 2010) – for import to the Russian Federation; and DAT LHR / FRA / HAM / MUC / VNO / CPH / FCO / MIA / LAX / JFK – for export from the Russian Federation (may be changed by the Parties' agreement).

The Equipment shall be packed and prepared for transportation, and accompanied with all the necessary export documents.

3.3 Delivery Date:

Lot No. 1, the delivery period shall be 14 days following the execution of the Contract.

Lot No. 2, on or before November 1, 2017.

Delivery period may be changed by the Parties' agreement.

The notification about the shipment date should be sent by e-mail at least one week before the cargo is ready to the following addresses: logistics-VKO@rossiya-airlines.com, LD-VKO@rossiya-airlines.com

3.4 The Equipment shall be supplied along with the following documents:

- EASA FORM ONE or FAA 8130 Certificate for the new Equipment, or EASA FORM ONE, FAA 8130 double release for the Equipment in Overhaul condition;
- CofC Certificate;
- Packing list with information about the contents of the shipment;
- Commercial and Transporting Invoice for customs clearance shall contain (where applicable): description of goods, unit price and total price, reference to the Contract, delivery and payment terms and conditions, route and carrier information.

4. Equipment List

Two lots in accordance with Appendix A. The specified initial maximum price of the lot includes Flat rate exchange of the Equipment and maximum final payment for the repair of the original flap carriages (BER level) returned by the Customer to the Supplier.

5. Technical Specification.

5.1 Condition of the Equipment to be supplied – NEW, OH (Overhaul). For each item of the Equipment, other than the Equipment to be shipped as NEW, EASA Form 1/ FAA 8130 shall specify the compliance with the requirements for FAA AD 2008-22-17 or BOEING SB 747-27-2280 rev.6 and/or the fact of overhaul performance subject to OHM 27-51-81 (OHM 27-51-75).

5.2 Repair reports shall be available for each item of the Equipment supplied.

5.3 The Equipment shall be ready for service and have the whole necessary maintenance work performed in accordance with the Manufacturer's requirements.

5.4 The Equipment shall have a source of origin confirmed by the documents in accordance with the requirements of the relevant aviation authority or Manufacturer.

5.5 The warranty period shall be 12 months from the day of acceptance of the Equipment by the Customer.

5.6 Original flap carriages of Boeing 747-400 Aircraft, removed from the Customer's aircraft P/N: 65B08027-51 – 4 units, P/N 65B08027-53 – 2 units, P/N 65B10187-55 – 2 units, P/N 65B10187-54 – 2 units, P/N 65B08027-50 – 2 units shall be returned to the Supplier for exchange on the terms specified in clause 3.2 within 1 month from the date of the delivery of the Equipment to the Customer.

6. Commercial Specification

The price quotation of the Bidder shall contain, for each lot/position:

- Flat Rate Exchange of the Equipment (exchange at the flat rate) in USD;
- Maximum final payment for repair of the original flap carriages (BER level) in USD.
- Condition of the Equipment to be supplied (NEW/OH)

The Supplier shall give a price in USD (translation to another currency shall be made at the fixed rate of the Bank of Russia at the date of access).

The offer shall be exclusive without third parties engaged. The Bidder is entitled to propose a draft contract as a counter-proposal, subject to all mandatory conditions expressly specified in the procurement documentation.

7. Requirements for Conformity with the Federal Standards (GOST) of the Russian Federation.

Russian GOST are not applicable given that the Equipment is manufactured abroad, intended for aircraft of foreign manufacture and registration, and must be serviced in accordance with the foreign requirements and standards (EASA, FAA).

Appendix A to the Terms of Reference

Lot №1

Part No.	Description	Qty	Flat rate Exchange price	BER Level
65B08027-51	Flap carriage	2		
65B08027-53	Flap carriage	1		
65B10187-55	Flap carriage	2		
65B10187-54	Flap carriage	2		
65B08027-50	Flap carriage	1		

Lot №2

Part No.	Description	Qty	Flat rate Exchange price	BER Level
65B08027-51	Flap carriage	2		
65B08027-53	Flap carriage	1		
65B08027-50	Flap carriage	1		

Appendix 4
to the Procurement Documentation

Draft Contract to Purchase Aviation Inventory

Between **TBD** with the principal location at TBD hereinafter referred to as the "**Supplier**", and **Rossiya Airlines JSC** with the principal location at 18/4 Pilotov Street, Saint Petersburg, Russian Federation, 196210, hereinafter referred to as the "**Customer**", referred to collectively as the "**Parties**" and each individually as a "**Party**", have entered into this Contract No.____ dated _____ as follows:

1. Subject Matter of the Contract

Supply of aviation inventory (hereinafter referred to as the "Equipment") described in the Specification (Order) hereto.

2. Delivery, Packing, and Deadline

2.1 The terms, period and destination of delivery of the Equipment shall be specified in the Specification attached hereto which may be amended upon the Parties' written consent.

2.2 The Supplier shall provide the Equipment within the period set forth in the Specification attached hereto or within any other period agreed upon by the Parties. Failure to meet the deadline in absence of any force majeure as defined in clause 5 hereof shall be deemed to be a material breach of the contract and may be a cause for the penalties specified in clause 3.6.

2.3 The Supplier shall pack the Equipment for the Customer free of charge and in such a way as to prevent any damage during the entire transportation to the Customer.

2.4 Unless otherwise agreed upon by the Parties in writing, the ownership title (together with the associated risks) to the Equipment, which is the subject matter of this Contract, shall pass from the Supplier to the Customer when the latter or its assigned carrier receives the Equipment.

2.5 Unless otherwise duly agreed upon by the Parties, the Equipment shall be supplied with the following documentation:

- EASA FORM ONE or FAA 8130 Certificate for the new Equipment, or EASA FORM ONE, FAA 8130 double release for the Equipment in Overhaul condition;
- CofC Certificate;
- Packing list with information about the contents of the shipment;
- Commercial and Transporting Invoice for customs clearance shall contain (where applicable): description of goods, unit price and total price, reference to the Contract, delivery and payment terms and conditions, route and carrier information.

3. Payment Method, Due Date, and Procedure

3.1. The payments shall be made as non-cash transactions, bank transfers.

The Supplier's details _____

The Customer's details _____

The currency of this Contract _____

3.2 Payment Due Date and Procedure:

Following receipt of the Equipment by the Customer, the Supplier shall issue an invoice for the Equipment exchange, to be fully settled within 45 calendar days as of the date of its receipt. Upon completion of the inspection of the original flap carriages returned by the Customer at the Supplier's office and determination of their repair cost, the Supplier shall issue an invoice for final payment for exchange and repair of the Equipment to be fully paid within 45 calendar days from the date of its receipt.

The invoices shall be sent by the Supplier to the following address: amd9@rossiya-airlines.com.

3.3 This procedure shall be applied to other payments by the Parties hereunder, unless otherwise agreed upon by the Parties in writing.

3.4 Taxes on any prices covered hereby shall be imposed or not imposed pursuant to the current tax law. The Parties shall pay the taxes due according their national jurisdictions; the Parties shall not be obliged to pay any other taxes.

3.5 The Parties shall pay bank fees, if any, imposed by the relevant banks. For the avoidance of doubt, the Parties shall not pay any bank fee imposed by the bank of the other Party.

3.6. In case of late delivery of the Services, the Supplier shall pay the Customer a penalty of 0.1% of the value of the Equipment not delivered on time for each day of delay until the Equipment is delivered.

3.7. Upon the Supplier's approval, the Customer may, during the performance of the Contract, change by 20% maximum the quantity of all the Equipment provided for hereby, the scope of the works and services provided for in case of any changes in the demand for Equipment, works, services to be delivered, performed and rendered hereunder within the limits specified in the procurement documents as well as in case of determining the demand for additional works and services not provided for herein but related to such works and services provided for herein. In such a case, the value of the relevant Specification (order) shall be changed accordingly.

3.8. The Parties agree that the Contract's value shall not exceed _____.

4. Warranty

4.1 The Supplier warrants that the Equipment supplied or Services rendered to the Customer shall not have defects of material, workmanship or the possibility of intended use. The Supplier shall transfer any third party warranty regarding the Equipment to the Customer free of charge.

4.2 The warranty period specified in clause 4.1 herein shall be indicated in the Specification attached hereto.

4.3. If the Customer detects an alleged violation of the warranty specified in this clause 4.1; and the Supplier acknowledges the violation as specified in this clause 4.5; the Supplier shall remedy the warranty violation by replacing the item of the Equipment with the defect for the Customer free of charge; or shall render the Customer the service improperly rendered free of charge so that the new

Equipment or the Service newly rendered be free from defects of material, workmanship or the possibility of intended use.

4.4 The Supplier's liability under the warranty hereunder shall be limited to replacing or repairing (the choice between them shall be agreed upon with the Customer) the faulty item of the Equipment and expenditures for its transportation and associated insurance; or re-rendering the Service.

4.5 The Customer within 7 calendar days shall inform the Supplier on the alleged violation referred to in clause 4.1 hereof by means of a notice to the Supplier to this effect in writing with description of all associated circumstances: then the Supplier within 14 calendar days shall reasonably decide whether the event constitutes a breach of the warranty hereunder. If the Supplier fails to respond within 14 calendar days upon receiving the notice of the alleged warranty violation, this violation shall be deemed acknowledged by the Supplier. The Parties may agree upon another period for this decision of the Supplier for certain cases in writing. The Supplier shall be entitled to provide the Customer with the pattern which the Supplier uses in that event; then the pattern will be used in analogous events. The following dates shall be deemed the effective dates of the Customer's notice informing on an alleged warranty violation and the notice informing on the Supplier's decision on the said violation (as described in clause 4.5 hereof), whichever comes first:

(i) the day of sending and receiving (by the authorized representative of the other Party) the notice by e-mail; or

(ii) the day of accepting in case of their sending by the first-class mail against receipt or by a similar method but with the notice of receipt in any case.

4.6 The period of the warranty specified in this clause 4.1, in case of its violation proven, shall be extended by the time which has passed from the day on which the Customer advised the Supplier of the alleged violation until the day on which the Supplier shall remedy the violation inclusive.

4.7 The Customer shall be entitled to receive the Equipment and Services from the Supplier within the warranty obligations referred to in clause 4.4 hereof regarding the Equipment. The Equipment and Services shall be supplied/rendered with the certificates and technical documentation referred to in clause 2.5 hereof.

5. Force Majeure

Neither Party shall be liable for any failure to fulfill its obligations wholly or partially if such failure is caused by force majeure events such as natural disasters, war (whether it is declared or not), civil commotion, transport accidents, government acts, and ban on import/export arising after this Contract is concluded. If such force majeure directly affects satisfaction of the obligations hereof, the affected Party shall advise the other one thereof in writing immediately within 24 hours, and the period to satisfy and discharge the obligation shall be extended by the time during which the force majeure exists.

Without such written notice, the force majeure may not serve as the justification of failure to satisfy and discharge the obligation. Fire, power outages, failures of information systems, and strikes shall be deemed force majeure only if they are not the result of the Parties' guilty acts or inaction.

6. Validity

6.1 This Contract constitutes the sole valid binding agreement of the Parties on the subject matter herein stated and supersedes any other conditions binding upon the Parties which arise with respect to the subject matter herein stated.

6.2 The Contract shall take effect upon signing by the authorized persons of both Parties and remain in effect until December 31, 2018. The Parties shall be entitled to terminate this Contract at any time upon the 60 calendar days' advance written notice.

6.3 If on the termination date the Parties have unfulfilled obligations hereunder, such obligations shall be fulfilled within 30 calendar days or another period upon the written consent of the Parties.

6.4 The Parties shall advise one another of any changes of their bank details, principal locations, and other circumstances which they shall consider important; Addenda hereto shall not be necessary in such cases.

7. Jurisdiction and Governing Law

7.1. In the event of any dispute arising in connection with this Contract, the Parties shall seek to settle the dispute by means of good faith negotiations. If such negotiations are unsuccessful within 60 calendar days, the Parties shall submit to an arbitration tribunal in _____. The arbitration proceedings shall be held in the _____ language. The tribunal's judgment concerning the dispute shall be final and binding upon the Parties.

7.2. The provisions hereof shall be construed under the applicable laws of the Supplier's domicile.

7.3. On or before the date of signing this Contract, the Supplier shall provide to the Customer data concerning the complete chain of its owners (beneficiaries), including ultimate beneficiaries, as well as concerning the composition of its executive bodies in the form of Appendix 1 hereto, along with the supporting documents.

In case of any changes in the above chain of ownership, including ultimate beneficiaries, or in the composition of the Supplier's executive bodies, the Supplier shall advise the Customer thereof with supporting documents attached.

7.4. In case of any disagreements over the text hereof, the parties shall be guided by the text certified with the stamp of the Customer's legal department or contained in the bound and certified Agreement.

8. Anti-Corruption Clause

8.1. While satisfying and discharging their obligations hereunder, the Parties, their employees shall not pay, offer to pay or allow payment of any money or valuables, directly or indirectly, to any persons to influence their actions or decisions to obtain any illegal advantages or achieve other illegal objectives.

While satisfying and discharging their obligations hereunder, the Parties and their employees shall not perform any actions which may be qualified by the applicable law as bribery, corrupt business practices, illegal gratification, misuse of powers as well as actions violating the requirements of the applicable anti-money laundering laws and international acts.

8.2. Should the Parties have any suspicion that any anti-corruption term of clause 8.1 has been or may be violated, the relevant Party shall advise the other Party thereof in writing. In the written notice, the relevant Party shall refer to the facts or provide the materials that reliably confirm, or give reason

to believe, that any provisions of clause 8.1 has been breached or may be breached by the other Party, its employees by taking any actions qualified by the applicable law as giving/accepting bribes, corrupt business practices, illegal gratification, abuse of power, as well as any actions that violate the applicable anti-money laundering laws and international acts. After receipt of the written notice, the notified Party shall confirm that no such breach has occurred or will occur. This confirmation shall be sent within 30 (thirty) calendar days as of the date of the written notice receipt.

8.3. In case of one Party violating the obligations to abstain from the actions specified in clause 8.1, the other Party may terminate the Contract unilaterally out of court by sending a written termination notice. The Contract shall be deemed to be terminated upon expiration of 30 (thirty) calendar days as of the date of the Party's receipt of the relevant termination notice in writing. The Party which has terminated the Contract pursuant to the terms of this clause may request indemnification of the actual damage arising as a result of such termination hereof. The period of the damage indemnification shall be 30 (thirty) calendar days from the date of receiving the relevant request of the Party which has terminated the Contract.

Signatures of the Parties:

For and on behalf of the Supplier

For and on behalf of Rossiya Airlines JSC

NAME _____

NAME _____

POSITION _____

POSITION _____

SIGNATURE _____

SIGNATURE _____

Specification (Order)

This **Specification** (Order) shall become effective when signed by both Parties and shall be an integral part of Contract No. _____ dated _____.

1. Equipment List:

Lot № 1

Part No.	Description	Qty
65B08027-51	Flap carriage	2
65B08027-53	Flap carriage	1
65B10187-55	Flap carriage	2
65B10187-54	Flap carriage	2

65B08027-50	Flap carriage	1
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Lot № 2

Part No.	Description	Qty
65B08027-51	Flap carriage	2
65B08027-53	Flap carriage	1
65B08027-50	Flap carriage	1

2. Technical requirements:

- Condition of the Equipment to be supplied – NEW, OH (Overhaul). For each item of the Equipment, other than the Equipment to be shipped as NEW, EASA Form 1/ FAA 8130 shall specify the compliance with the requirements for FAA AD 2008-22-17 or BOEING SB 747-27-2280 rev.6 and/or the fact of overhaul performance subject to OHM 27-51-81 (OHM 27-51-75).
- Repair reports shall be available for each item of the Equipment supplied.
- The Equipment must be ready for service and have the whole necessary maintenance work performed in accordance with the Manufacturer's requirements.
- The Equipment shall have a source of origin confirmed by the documents in accordance with the requirements of the relevant aviation authority or the Manufacturer.
- The warranty period shall be 12 months from the day of acceptance of the Equipment by the Customer.
- Original flap carriages of Boeing 747-400 aircraft, removed from the Customer's aircraft P/N: 65B08027-51 – 4 units, P/N 65B08027-53 – 2 units, P/N 65B10187-55 – 2 units, P/N 65B10187-54 – 2 units, P/N 65B08027-50 – 2 units shall be returned to the Supplier for exchange on the terms specified in clause 3 within 1 month from the date of delivery of the Equipment to the Customer.

3. Delivery Address, Period and Terms

Delivery Period:

For Lot No. 1, the delivery period shall be 14 days following the execution of the Contract. For Lot No. 2, on or before November 1, 2017.

Delivery period may be changed by the Parties' agreement.

Delivery Address:

Warehouse of A-Technics LLC, Vnukovo Airport, Terminal D, Moscow, Russia (delivery address may be changed by the Parties' agreement).

Delivery Terms:

FCA LHR / FRA / HAM / MUC / VNO / CPH / FCO / MIA / LAX / JFK (Incoterms 2010) – for import to the Russian Federation; and DAT LHR / FRA / HAM / MUC / VNO / CPH / FCO / MIA / LAX / JFK – for export from the Russian Federation (may be changed by the Parties' agreement).
The Equipment shall be packed and prepared for transportation, and accompanied with all the necessary export documents.

The notification about the shipment date should be sent by e-mail at least one week before the cargo is ready to the following addresses: logistics-VKO@rossiya-airlines.com, LD-VKO@rossiya-airlines.com

Signatures of the Parties:

For and on behalf of SUPPLIER
NAME _____
POSITION _____
SIGNATURE _____

For and on behalf of Rossiya Airlines JSC
NAME _____
POSITION _____
SIGNATURE _____

BLANK FORM Information about Counterparty

No.	Counterparty name (Taxpayer Identification No. (INN), activity)						Contract (details, scope, price, validity, and other material terms)					No.	Information about the chain of the counterparty's owners, including beneficiaries (ultimate beneficiaries, among others)					
	INN (Taxpayer Identification Number)	OGRN (Primary State Registration Number)	Counterparty name	OKVED (Russian National Classifier of Economic Activities) code	CEO's full name	Series and number of the CEO's ID document	Number and date	Subject Matter of the Contract	Price (RUB mln)	Validity	Other material terms and conditions		INN	OGRN	Company name / full name	Location address Registration address	Series and number of ID document (for individuals)	CEO / member / shareholder / beneficiary / data of the executive body
1											1.1							
											1.1.1							
											1.1.2							
											1.1.3							
											1.1.3.1							
											1.1.3.2							

											1.2							
											1.2.1							

Position, full name of the counterparty's CEO _____

Seal (signature, date)

Note: The table shall contain detailed information about the chain of the counterparty's ownership; (founders / shareholders: with respect to founders/shareholders, which are legal entities, information on their founders, etc.), including the ultimate beneficiaries: 1.1, 1.2 – owners of the counterparty under the contract (first-level owners); 1.1.2, 1.2.1, 1.2.2 etc. – owners of organizations 1.1, (second-level owners) and so on – according to the similar scheme to the ultimate beneficiary owner (1.1.3.1).

For and on behalf of the Supplier:

For and on behalf of the Customer:

_____ Seal here