

APPROVED BY
Chairman of the Bidding Commission
Rossiya Airlines JSC

M.N. Fedosov

« ____ » _____ 201__ .

PROCUREMENT DOCUMENTATION

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

The overhaul the landing gear of the Boeing 747-400 EI-XLC

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 Not anticipated

Specific Features:

Determination of priority:

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

1. General Conditions

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

This procedure includes 1 lot(s).

Lot No.	1				
Designation of subject of the contract (lot):	The overhaul the landing gear of the Boeing 747-400 EI-XLC				
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
1 100 000	USD	5	un.	33.16.10.000	33.16.
Place of delivery/performance of work/service provision (address):	Not determined. Place the repairs will be determined by the results of the procurement procedure.				

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) 6-333-999 ext. 24-63 or +7 (812) 6-333-949

e-mail: tender@rossiya-airlines.com

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

2.5. The Customer will carry on reception of bids for request for 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: advance payment 20% of the fixed price before the repair the landing gear, 80% of the fixed price after receipt of the repaired landing gear. Extra charge for actual cost of the repairs shall be made within 30 calendar days of receipt of the final bills of the Contractor.

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

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

4.2. Requirements to contractual capacity of Procurement Bidders:

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

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

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

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

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

The procurement bidder is considered to conform to the specified requirement if he has submitted and application for appeal against the stated tax arrears or debt and no award

with respect to this application has been made as of the date of review of the bid for selection of supplier (contractor, provider);

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

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

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

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

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

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

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

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

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

5.1.3. 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 from the deadline for submission of the procurement bids.

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

5.6. 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 can't 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: 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
The price of the overhaul	To calculate the number of scores for indicators the " The price of the overhaul" the	50

	<p>following formula is used: $S_{base} / S_{sug} \times K$, where:</p> <ul style="list-style-type: none"> - S_{base} is the best (smallest) of all the proposals of the participants; - S_{sug} – to assess the participant's bid; - K – the maximum number of points. 	
Overhaul deadline	<p>To calculate the number of scores for indicators " Overhaul deadline " the following formula is used: $S_{base} / S_{sug} \times K$, where:</p> <ul style="list-style-type: none"> - S_{base} is the best (smallest) of all the proposals of the participants; - S_{sug} – to assess the participant's bid; - K – the maximum number of points. 	20
The cost of labor times	<p>To calculate the number of scores for indicators " The cost of labor times " the following formula is used: $S_{base} / S_{sug} \times K$, where:</p> <ul style="list-style-type: none"> - S_{base} is the best (smallest) of all the proposals of the participants; - S_{sug} – to assess the participant's bid; - K – the maximum number of points 	20
Period provide warranty on work performed	<p>To calculate the number of points use the following formula: $S_{sug} / S_{base} \times K$, where:</p> <ul style="list-style-type: none"> - S_{base} – the best (greatest) of all the proposals of the participants; - S_{sug} – to assess the participant's bid; - K – the maximum number of points 	10
The maximum number of points		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
Appendix 2
Appendix 3
Appendix 4

Bidder's Questionnaire
Application for Participation in the Procedure
Terms of Reference
Draft Contract

Appendix 1
to the Procurement Documentation

QUESTIONNAIRE OF BIDDER¹ for procurement procedure:	
<i>(state designation of procedure)</i>	
Procedure No. _____	Lot No. _____
<i>(state number of procedure)</i>	<i>(state number of lot)</i>
<i>(specify full name of the company in accordance with the Charter and type of business organization)</i>	
<i>(specify short name of the company in accordance with the Charter)</i>	
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): _____	
Principal _____	State _____
Registration Number (OGRN): _____	
Number of current account _____	
Bank name _____	
Correspondent account _____	
BIC _____	
3. Registration details	
Registration date, place and authority _____	
Shareholders _____	
Business profile _____	
Affiliation with small and/or medium-sized business ² _____	
Russian National Classifier of Businesses and Organizations (OKPO) _____	
Russian Classification of Economic Activities (OKVED) _____	
4. Attachments to the Bidder Questionnaire:	
Document Title	Number of pages
1. Copies of incorporative documents (Certificate of State Registration, Charter, Articles of Association).	_____
2. Copy of extract from the Unified State Register of Legal Entities/ or the Unified State Register of Individual Entrepreneurs obtained no earlier than 6 months prior to date of posting of the notice for request for price proposal 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	_____

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

² 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.

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

_____ (specify name, surname, phone, fax, e-mail)

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:

_____ (state designation of procedure)

_____ (position of the chief executive officer)

_____ (signature)

_____ (state name)

Stamp

Date of compilation

« _____ » _____ (DD) (MM) (YYYY)

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 №

	P/N	DESCRIPTION	QTY	Total price USD	Warranty (Month)	Overhaul deadline (days)	The cost of labor times (USD)	Place of repair
1	<i>(specify)</i>	<i>(specify)</i>						

2. We hereby inform (declare) that

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

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

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

No records in the suppliers blacklist as stipulated in Art.5 of Federal Law No.223-FZ nor in the suppliers blacklist as stipulated in Federal Law No.44-FZ on Contractual System regarding Central and Local Government Procurement of Goods, Works and Services dated April 5, 2013 are available.

3. We hereby guarantee accuracy of information in the bid for the request for proposal submitted by us and confirm the Customer's right to request from us, any

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

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

the overhaul the landing gear of the Boeing 747-400

1. Contract Payment Method, Time and Procedure

1.1. Method of payment shall be non-cash payment

1.2. Payment dates and procedure: advance payment 20% of the fixed price before the repair the landing gear, 80% of the fixed price after receipt of the repaired landing gear. Extra charge for actual cost of the repairs shall be made within 30 calendar days of receipt of the final bills of the Contractor.

2. Place, Dates and Conditions of Landing Gear Delivery.

2.1. Address of landing gear delivery: companies that perform these type of work - the Contractor.

2.2. Approximately dates of landing gear starting the overhaul:

15.11.2017. 5 landing gears for Boeing 747-400 EI-XLC:

Nose landing gear: P/N 162U1000-38 S/N CP000934;

Main landing gears: P/N P 163U1000-11 S/N CP001859; P/N 163U1000-12 S/N CP001862; P/N 161U1000-1 S/N CP001857; P/N 161U1000-2; S/N CP0018582.

2.3. Delivery Conditions: EXW - repair organization's location to import to the Russian Federation and the DAT location of the repair organizations - to export from Russia

2.4. Repairs Time Period: Prior or on 01.03.2018;

2.5. In case of delay in overhaul completion dates or BER (Beyond Economic Repair) due to Contractor's fault leased landing gear shall be provided at the expense of the Contractor for the period of overhaul performance and transportation (if necessary).

2.6. Dates of overhaul completion may be updated according to the decision of Rossiya Airlines.

3. General Technical Characteristics of Work to be Performed:

3.1. Scope of work shall be determined based on the following:

- Overhaul of landing gears for Boeing-747-400 in accordance with the Manufacturer's CMM;
- Performance of required AD/SB/SL.

3.2. Landing gears shall be handled by a contractor having EASA Part-145 certificate.

3.3. The fixed price of overhaul should be included the cost of labor and materials required to perform:

- Replacement of standard materials;
- Stripping and application of chromium and cadmium plating;
- Performance of required AD/SB/SL (including engineering);
- Painting and application of required marking;
- Performance of all required inspections and tests in accordance with the Manufacturer's CMM.

3.4. Guarantee period for the work performed by a repair contractor shall be 2 years minimum.

3.5. In case of receipt of defective equipment all expenses for its replacement are the responsibility of the Contractor.

3.6. This contractor shall ensure supply of required components and units upon request from Rossiya Airlines through its logistics system.

3.7. Based on results of performed work the following technical documentation shall be submitted:

- EASA F1 with "Overhauled" status for each repaired landing gear;
- EASA F1 or equivalent for each replaced component with series number that has been replaced within this maintenance work;
- LLP status of each repaired nose landing gear;
- Full Back to Birth Traceability for each LLP component of nose landing gear established in the process of repair;
- Lists of serialized components included into each main landing gear in accordance with Boeing drawing №160U0002.

3.8. A procurement participant is entitled to put a counter draft of the agreement, with observance of all mandatory terms and conditions expressly set forth in documentation. Thus the required conditions are all the conditions specified in the Technical specification (this document).

3.9. Applications are accepted only from MRO has to repair stands of this type

4. No national standards for this type of components are available, due to the fact that each landing gear must be certified by the EASA F1.

Draft Contract

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

1. Subject of the Contract

Performance of overhaul of A/C landing gears (hereinafter referred to as Equipment) as listed in Appendix A.

2. Place, Dates and Conditions of Landing Gear Delivery.

2.1 Delivery Conditions: TBD

2.2 Адрес: TBD

2.3 Terms of landing gear repairs are specified in Appendix A.

2.4 Contractor shall pack and ensure packing of Equipment, at no cost to Customer, for delivery to Customer in such way as to avoid any damage during entire transportation to Customer.

3. Payment

3.1 Method of payment shall be non-cash payment.

3.2 Payment dates and procedure: 20% of fixed cost prior to overhaul commencement, 80% of fixed cost after receipt of repaired landing gears. Extra payment at cost of the overhaul price shall be made within 30 calendar days from the day of receipt of the final invoice from Contractor. Contractor shall send invoices for payment to the following address: amd9@rossiya-airlines.com.

3.3 Currency of the Contract shall be – TBD.

3.4 Parties' bank details:

Customer: _____

Contractor: _____

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

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

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

3.8 In case of failure to meet Equipment delivery dates specified in Appendix A hereof 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.

3.9 During execution of the Contract, the Customer as agreed upon with the Contractor may change amount of all goods provided for in the Contract, scope of envisaged services by 20% maximum in case of change in requirements for goods, work and services to be supplied, performed and rendered under a contract concluded to the extent specified in the procurement documentation,

and in case of requirement for additional scope of work and/or services not provided for in the Contract but related to such work and/or services provided for in the Contract. In this case value of the relevant specification shall be changed proportionally.

4. Technical Instructions and Warranty

4.1 Overhaul of landing gears for Boeing-747-400 in accordance with the Manufacturer's CMM

4.2 Execution of required AD/SB/SL.

4.3 In case of delivery of poor-quality equipment all expenses for its replacement shall be borne by Contractor.

4.4 Fixed cost of landing gear overhaul shall include cost of labour inputs and materials required for performance of the following:

- Replacement of all standard materials;
- Stripping and application of chromium and cadmium plating;
- Execution of all required AD/SB/SL (including engineering labour inputs);
- Painting and application of required marking;
- Performance of all required inspections and tests in accordance with the Manufacturer's CMM.

4.5 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.

4.6 Period of the warranty specified herein shall be __TBD__ from the date of Equipment acceptance by the Customer or rendering Services to them, hereinafter referred to as the Warranty Period.

4.7 If the Customer reveals an implicit breach of the warranty as specified herein and the Contractor accepts it 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.

4.8 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.

4.9 Customer, within 7 calendar days, shall notify Contractor about detection of the implicit breach of warranty specified herein 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 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.

4.10 Period of the warranty specified herein, 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.

4.11 Based on results of performed work Contractor shall be submit the following technical documentation:

- EASA F1 with "Overhauled" status for each repaired landing gear;
- EASA F1 or equivalent for each replaced component with series number that has been replaced within this maintenance work;
- LLP status of each repaired nose landing gear;
- Full Back to Birth Traceability for each LLP component of nose landing gear established in the process of repair;
- Lists of serialized components included into each main landing gear in accordance with Boeing drawing №160U0002.

4.12 Upon Customer's request, landing gears for temporary replacement may be provided in case of delay in overhaul performance or BER.

5. **Force Majeure**

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

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

6. **Jurisdiction and Governing Laws**

6.1 In case of any dispute related to the present contract the Parties shall make their efforts to find a solution through fair negotiations. If such negotiations fail within 60 calendar days the Parties shall apply to an arbitration court in TBD. Language of arbitration of such dispute shall be TBD. 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.

6.3 On or prior to the date of signing the present Contract Contractor must provide Customer information regarding whole chain of his owners (beneficiaries) including ultimate beneficiaries and regarding structure of executive boards as per the form given in Appendix 1 hereto supported by appropriate documents.

In case of any changes to the chain of owners including ultimate beneficiaries or to structure of executive board Contractor must immediately inform Customer about this and enclose support documents.

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 31st of December, 2020. The Parties may terminate this Contract at any time by a 60-day 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.
- 7.5. In case of any disagreements in relation to the wording of Contract Parties shall be governed by the wording certified by Customer's legal department or the wording in the stitched and certified copy of Contract.

8. Anti-Corruption Clause

- 8.1 During fulfillment of their obligations under the Contract Parties, their employees shall not pay, offered to pay and authorize payment of any money or valuables, directly or indirectly, to any persons in order to exert influence on actions or decisions of these persons with the purpose to get any undue preferences or other inappropriate purposes.

During fulfilment of their obligations under the Contract, Parties, their employees shall not pursue any actions classified by contract's applicable law as bribe taking/giving, commercial bribery, illegal gratification, abuse of authority, as well as actions violating requirements of the applicable legislation and the international acts concerning counteraction to legitimization (laundering) of the proceeds of crime.

- 8.2 If either Party suspects that any provisions of it. 8.1 have been or may be violated the relevant Party shall notify the other Party in written. In such written notification the Party shall appeal to facts or provide materials to confirm or to give reason to assume that any provisions of it. 8.1 have been or may be violated by the other Party, its employees resulting bribe taking/giving, commercial bribery, illegal gratification, abuse of authority, as well as actions violating requirements of the applicable legislation and the international acts concerning counteraction to legitimization (laundering) of the proceeds of crime. After receipt of the written notification the Party, to whom this notification has been sent, shall send confirmation that no violation has occurred or will not occur. This confirmation shall be sent within 30 calendar days from the date of receipt of the written notification.
- 8.3 If either Party breaks the obligations to refrain from actions specified in it. 8.1 the other Party may terminate the Contract unilaterally and without legal proceedings by sending a written notification about such termination. The Contract shall be considered terminated after 30 calendar days from the date of receipt of corresponding written notification about Contract termination by the Party. Party initiated the Contract termination in accordance with the provisions specified in this item may claim compensation for actual damage resulted from such termination of the Contract. Period for damage compensation shall be 30 calendar days from the date of receipt of corresponding claim from the Party initiated termination of the Contract.

Signatures of the Parties:

For and on behalf of Rossiya Airlines JSC

Name: _____

Position: _____

Signature: _____

For and on behalf of TBD:

Name: _____

Position: _____

Signature: _____

Appendix A

1. Approximately dates of landing gear starting the overhaul:

10.11.2017. 5 landing gears for Boeing 747-400 EI-XLC:

Nose landing gear: P/N 162U1000-38 S/N CP000934;

Main landing gears: P/N P 163U1000-11 S/N CP001859; P/N 163U1000-12 S/N CP001862;
P/N 161U1000-1 S/N CP001857; P/N 161U1000-2; S/N CP0018582.

2. Repairs Time Period:

2.1 Deadline: Prior or on 20.01.2018;

2.2 In case of delay in overhaul completion dates or BER (Beyond Economic Repair) due to Contractor's fault leased landing gear shall be provided at the expense of the Contractor for the period of overhaul performance and transportation (if necessary).

2.3 Dates of overhaul completion may be updated according to the decision of Rossiya Airlines

Signatures of the Parties:

For and on behalf of Rossiya Airlines JSC

Name: _____

Position: _____

Signature: _____

For and on behalf of TBD:

Name: _____

Position: _____

Signature: _____

INFORMATION ABOUT COUNTERAGENT

Item No.	Counteragent designation (INN, Activities Type)						Contract (details, subject, price, validity period, and other material terms and conditions)					Item No.	Information about counteragent owners chain including beneficiaries (including ultimate ones)						
	Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Counteragent designation	Russian Classification of Economic Activities (OKVED) Code	Full name of CEO	Authority and number of CEO ID document	Number and date	Subject of the Contract	Price (RUR, mln)	Validity period	Other material terms and conditions		Taxpayer Identification Number (INN)	Principal State Registration Number (OGRN)	Designation / Full name	Registration addresses	Series and number of ID document (for individual)	CEO/ member/ shareholder/ beneficiary/ details about the Contractor's board	Information about support documents (title, details, etc.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1												1							
												1.1.							
												1.2							
												2							

Note: 1.1, 1.2 – owners of the counter-agent under the contract (first level owners); 1.1.2, 1.2.1, etc. – owners of entities 1.1, 1.2 (second level owners) and further according to the similar chart up to the ultimate beneficiary

_____ (Full name) /date/
Stamp

