

APPROVED BY
Chairman of the Bidding Commission
Rossiya Airlines JSC

M.N. Fedosov

«____» _____ 201__ .

PROCUREMENT DOCUMENTATION

Procurement Method: Public Request for Price Quotations in Electronic Format

Remote technical support for on-board IFE (In-Flight Entertainment) FTTS (Fiber To The Seat) Lumexis system.

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

Determination of Bidding 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. _____					
Designation of subject of the contract (lot):					
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract (lot)	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2
15 000	USD	50	Man-hour	62.02.30.000	62.02.2
Place of delivery/performance of work/service provision (address): A-Technics Stock, the Vnukovo airport, Terminal D, Moscow, Russia.					

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

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

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

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

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

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

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

Any potential bidder may send to the Customer a clarification query regarding provisions of documentation for the request for price quotations 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 06.10.2017.
Time and date of bids submission deadline:	10.00 Moscow time 19.10.2017
Place of bidders' bids submission	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/
Place and date of bids review and	18/4 Pilotov str., Saint-Petersburg, 196210

summarizing procurement results:	27.10.2017
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2.2. Contact person for issues related to Bid preparation and submission:

Kharevich Irina

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

e-mail: tender@rossiya-airlines.com

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

2.4. Obligations of the procurement bidder related to submission of a bid for participation in the request for price quotations 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 price quotations notice, and the bid for the request for price quotations unless otherwise is provided for in this documentation.

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

2.4.3. 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 quotation from the date of posting of the request for price quotations notice in the unified information system and till the deadline for submission of bids for request for quotation specified in the request for price quotations notice.

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

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

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

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

2.10. If upon the deadline for submission of bids for the request for price quotations as specified in the documentation for the request for price quotations the Customer receives only one bid for the request for price quotations, although the request for price quotations

shall be declared void the bidding commission shall review this bid according to the procedure stipulated in the present documentation. If both reviewed bid for the request for price quotations and the procurement bidder submitted such bid meet the requirements and provisions stipulated in the documentation for the request for price quotations 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.

2.13. 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: 100% of the price shall be paid by the Customer within 30 calendar days from the date of fulfillment of the Supplier's obligations under the Agreement and issuance of the invoice by the Supplier.

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 quotation 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 documents supporting 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 quotation:

not anticipated

5.8.2. Possibility of subcontracting

not anticipated

5.9. Lot separability: not anticipated

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

6.1. 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 quotation; Other information in accordance with the requirements given in the procurement documentation.

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

Bid of procurement bidder will be rejected in case:

a) Any original documents or copies and other information as required by the procurement documentation are not submitted;

b) Of non-compliance of the procurement bidder with the requirements to procurement parties stipulated in the procurement documentation;

- c) The bid includes deliberate misrepresentations, fraud in information or documents within the bid;
- d) Clarifications for the bid for the request for price quotations are not provided when requested by the bidding commission;
- e) The procurement bidder is listed in blacklist of suppliers;
- f) The procurement bidder has any overdue receivables and/or pending obligations against the customer and his subsidiaries and affiliates (including entities affiliated with the procurement bidder);
- g) The proposed goods, work or services do not comply with the requirements given in the procurement documentation;
- h) Of any other negative information resulted revealed during the check.

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

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

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

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

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

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

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

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

6.6. Pre-qualified bids will be evaluated based on the only one criterion - **Contract Price**.

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

6.7. Procurement bidder complying with the requirements stipulated in the documentation for request for price quotations, who has submitted price quote that meets all requirements stipulated in such documentation and includes the lowest price of goods, works, and services.

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

6.8. For the purpose of evaluation and benchmarking of the bids for the request for price quotations, the bidding commission will involve experts and specialists from the customer divisions and also, 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.

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

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

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

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

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

In case the request for price quotations is recognized to be void and/or no contract is concluded with the procurement bidder submitted only one bid for request for price quotations or recognized to be the only one bidder for the request for price quotations the

Customer may repeat the request for price quotations or apply an alternative method of procurement.

8. Final provisions

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

9. Appendices

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

Appendix 1
to the Procurement Documentation

QUESTIONNAIRE OF 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 quotations in the unified information system (for foreign companies – abstract from a trade register).	

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.

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	
(specify name, surname, phone, fax, e-mail)	
<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>	
(state designation of procedure)	
(position of the chief executive officer)	<div style="display: flex; justify-content: space-between;"> <div> <div style="border-bottom: 1px solid black; width: 100px; margin-bottom: 5px;"></div> <div>(signature)</div> </div> <div> <div style="border-bottom: 1px solid black; width: 100px; margin-bottom: 5px;"></div> <div>(state name)</div> </div> </div>
Date of compilation	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">Stamp</div> <div style="display: flex; align-items: center;"> <div style="margin-right: 5px;">«</div> <div style="border-bottom: 1px solid black; width: 50px; margin-right: 5px;"></div> <div style="margin-right: 5px;">»</div> <div style="display: flex; align-items: center;"> <div style="border-bottom: 1px solid black; width: 50px; margin-right: 5px;"></div> <div style="margin-right: 5px;">/</div> <div style="border-bottom: 1px solid black; width: 50px; margin-right: 5px;"></div> <div style="margin-right: 5px;">/</div> <div style="border-bottom: 1px solid black; width: 50px;"></div> </div> </div> </div> <div style="display: flex; justify-content: space-around; font-size: small; margin-top: 5px;"> (DD) (MM) (YYYY) </div>

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

Appendix 2
to the Procurement Documentation

Application for Bidding⁴ in the public request for price quotations:
<i>(specify name of the procurement procedure, number of procedure, and lot number, if required)</i>
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 quotation procedure and conditions of goods delivery (work performance, service rendering) stipulated in them
<i>(specify full name of legal entity / name, surname of individual)</i>
registered at the following address:
<i>(specify place of business of legal entity / place of residence of individual)</i>
proposes to conclude a contract for
<i>(specify subject of the contract)</i>
in accordance with the commercial proposal and other documents being an integral part of the present bid for the request for price quotations.
Commercial proposal:
Price Man-hour _____ Contract Price _____
2. We hereby inform (declare) that
<i>(specify full name of legal entity / name, surname of individual)</i>
Is not affected by any adjudication order or initiated bankruptcy proceedings 9for 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 price quotations submitted by us and confirm the Customer's right to request from us, any authorised bodies, and legal entities and individuals mentioned in our bid for the request for price quotations information specifying data stated in the bid, provided this that does not contradict the requirement for generation of the request for price quotations conditions equal for all bidders.
4. In case we win the request for price quotations we guarantee submission of all information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents, within 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.

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

<p>5. In case, based on the results of the request for price quotations, the Customer award us a contract we undertake to sign a contract with Rossiya Airlines JSC in accordance with the requirements given in the documentation for the request for price quotations and terms and conditions of our quotes, within three calendar days from the date of receipt of the present contract from the customer.</p>		
<p>6. In case we are recognized to be the second winner of the request for price quotations based on the results of procurement procedure and the winner of the request for price quotations is deemed to be avoiding entering into contract we undertake to sign this contract in accordance with the requirements given in the request for price quotations documentation and our quote.</p>		
<p>7. In case we are recognised to be the only one request for price quotations bidder we undertake to sign the contract in accordance with the requirements given in the request for price quotations documentation and at the price indicated in our quote.</p>		
<p>8. In case we are recognised to be the winner of the request for price quotations or it is decided to conclude a contract with us in the stipulated cases, and our avoidance of entering into the contract, that are subject of the request for price quotations we agree that information about</p>		
<p>(specify full name of legal entity / name, surname of individual)</p>		
<p>should be included into the supplier blacklist.</p>		
<p>9. We undertake not to amend and/or withdraw our bid for the request for price quotations after the deadline for submission of bids for the request for price quotations.</p>		
<p>10. By submitting the present bid we confirm our consent to personal data proceeding in accordance with Federal Law No.152-FZ Concerning Personal Data dated July 27, 2006 ⁵.</p>		
<p>11. Documents being an integral part of our bid for the request for price quotations are attached to the present bid for the request for price quotations,</p>		
as per the list on		page
<p>Chief executive officer</p>		
		(signature)
		(state name)
<p>Stamp</p>		
<p>Date of compilation « »</p>		
<p>(DD) (MM) (YYYY)</p>		

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

Appendix 3
to the Procurement Documentation

Terms of Reference

1. Procurement subject

Remote technical support to on-board IFE (In-Flight Entertainment) FTTS (Fiber To The Seat) Lumexis system

2. Range of goods, product description, replaceability, equivalent

2.1 Remote on-board IFE (In-Flight Entertainment) FTTS (Fiber To The Seat) Lumexis system

2.2 The Service is provided through remote connection to the on-board IFE system Lumexis.

3. Quantity/volume of required units of goods, work, service

50 M/H on 5 aircrafts B777-300 (EI-UNL, EI-UNN, EI-UNM, EI-UNP, EI-XLP).

4. Terms of Payment

Payment Method is non-cash, bank transfer.

100% payment of the cost made by the Customer within 30 calendar days from the moment of fulfilment of the obligations assumed by the Contractor under the contract and issue of the invoice by the Contractor.

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

A-Technic Stock, Terminal D, Vnukovo airport, Moscow, Russia.

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

The delivery date must be defined in the Supply Agreement but may be changed upon the parties' consent.

MSN 28515 EI-UNL – 10 man-hours in 2017

MSN 28517 EI-UNN - 10 man-hours in 2017

MSN 28534 EI-UNM - 10 man-hours in 2017

MSN 28516 EI-UNP - 10 man-hours in 2017

MSN 28531 EI-XLP - 10 man-hours in 2017

7. Requirements for safety, quality, technical characteristics, functional characteristics

6.1 Remote technical support to IFE (In-Flight Entertainment) FTTS (Fiber To The Seat) Lumexis system. The service shall be provided by means of remote connection to Lumexis system via a personal computer/ laptop having necessary hardware compatible with Lumexis

system and access to Internet by the contractor, for adjustment of the software installed on the Lumexis system servers at B777-300 aircraft.

6.2 The company shall provide the service upon request of engineers Continued Airworthiness Center, Air Technical Department (Moscow). If required, remote technical support shall be provided:

- within 3 calendar days as of the date of request (routine works)
- within 24 hours as of the date of request (technical system failure, when aircraft stands on ground (AOG) and in the event of AOG-risk)

6.3 The company is entitled to subcontract if technical experts are required.

8. The requirements for the formation of the price of goods

The cost per man-hour should not exceed \$ 300.

9. Requirements for acceptance of goods, works, services

The Services shall be accompanied by the following documents:

- Commercial invoice describing the service, man hour cost, man hours expended, total amount and reference to the contract.

10. Requirements to the period and scope of the product, work or service quality warranty

9.1. The contractor guarantees that the services provided to the Customer will not have flaws in execution or used for other purposes.

9.2. The warranty period shall be 6 months for all supplied services, unless otherwise agreed by the parties.

11. Commercial Specification.

The supplier may propose a Draft Contract complying with compulsory conditions of the draft contract and the present Terms of Reference.

Contractor shall provide sales price for each block in US dollars. (Currency conversion will be at the fixed rate of the Russian Central Bank as of the date of envelope opening/access opening).

12. GOST Standard Application

Standards of the Russian Federation shall not be applied as technical support of Lumexis system has been developed by its manufacturer (Lumexis Corporation).

In accordance with FAA and EASA requirements.

Appendix 4 to the Procurement Documentation

Draft Contract

<p>_____ с основным местоположением в _____, здесь далее «Исполнитель», и АО «Авиакомпания «Россия» с основным местоположением в РФ, Санкт-Петербург, улица Пилотов, 18/4, здесь далее «Заказчик»; совместно здесь далее «Стороны», а отдельно «Сторона», заключили настоящий договор № _____ о следующем ниже:</p> <p style="text-align: center;"><u>1. Предмет договора</u></p> <p>1.1 составляет предоставление услуг по удаленно технической поддержке бортовой системы IFE (In-Flight Entertainment) FTTS (Fiber To The Seat) Lumexis в размере 50 человеко часов на 5 ВС B777-300 (здесь и далее Услуги)</p> <p>1.2 Сумма настоящего договора не превысит _____</p> <p style="text-align: center;"><u>2. Условия оказания Услуг:</u></p> <p>2.1. Место выполнения услуг: Склад А-Техник, аэропорт Внуково, Москва, Россия.</p> <p>Услуга предоставляется путем удаленного подключения к бортовой IFE системе Lumexis.</p> <p>2.2 Срок исполнения:</p> <p>MSN 28515 EI-UNL - 10 человеко-часов по запросу в _____. 2017 году MSN 28517 EI-UNN – 10 человеко-часов по запросу в _____. 2017 году MSN 28534 EI-UNM – 10 человеко-часов по запросу в _____. 2017 году MSN 28516 EI-UNP – 10 человеко-часов по запросу в _____. 2017 году MSN 28531 EI-XLP – 10 человеко-часов по запросу в _____. 2017 году</p> <p>Задержка в их исполнении может быть основанием для штрафов в соответствии с п. 3.3.</p> <p>По согласованию Сторон, вышеуказанные сроки могут быть изменены.</p> <p>2.3. Предоставление услуг должно сопровождаться следующими документами:</p>	<p>registered in: hereinafter referred to as the Seller; and „Rossiya Airlines“ JSC, registered in: Russian Federation, Saint-Petersburg, 196210, Pilotov street, 18/4, hereinafter referred to as the Buyer both hereinafter referred to as the Parties, and as singular a Party: have concluded this contract ref. _____ upon the following :</p> <p style="text-align: center;"><u>1. Subject of the contract</u></p> <p>1.1 Is remote technical support to on-board IFE (In-Flight Entertainment) FTTS (Fiber To The Seat) Lumexis system in 50 man-hours on 5 aircrafts B777-300 (hereinafter Services)</p> <p>1.2 the Agreement's value shall not exceed TBD.</p> <p style="text-align: center;"><u>2. The conditions of work:</u></p> <p>2.1. Place of destination: A-Technic Stock, Terminal D, Vnukovo airport, Moscow, Russia.</p> <p>The Service is provided through remote connection to the on-board IFE system Lumexis</p> <p>2.2 The delivery date:</p> <p>MSN 28515 EI-UNL – 10 man-hours upon request in _____. 2017 MSN 28517 EI-UNN - 10 man-hours upon request in _____. 2017 MSN 28534 EI-UNM - 10 man-hours upon request in _____. 2017 MSN 28516 EI-UNP - 10 man-hours upon request in _____. 2017 MSN 28531 EI-XLP - 10 man-hours upon request in _____. 2017</p> <p>The delay in their performance may be grounds for penalties in accordance with clause 3.3.</p> <p>The delivery date must be defined in the Supply Agreement but may be changed upon the parties' consent.</p> <p>2.3 The Services shall be accompanied by the following documents: - Commercial invoice describing the service,</p>
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<p>- коммерческий счет, с описанием услуги, стоимостью человеко-часа, количеством затраченных человеко-часов и общей стоимостью, ссылкой на договор.</p> <p style="text-align: center;"><u>3. Оплата</u></p> <p>3.1 Оплата 100% стоимости производится Заказчиком в течение 30 календарных дней с момента выполнения обязательств, взятых на себя Исполнителем, в рамках заключенного договора и выставления Исполнителем счета.</p> <p>Счета на оплату должны быть направлены Исполнителем на адрес: amd9@rossiya-airlines.com.</p> <p>Форма оплаты – банковский перевод.</p> <p>Валюта договора – USD.</p> <p>Счета должны быть выпущены в _____ соответствии с курсом Европейского Центрального Банка на дату выставления счета (для российских контрагентов – в рублях с переводом по курсу ЦБ РФ на дату выставления счёта, либо в условных единицах с переводом по курсу ЦБ РФ на дату оплаты).</p> <p>3.2 Налоги на любые цены, охватываемые настоящим договором, налагаются или не налагаются в соответствии с действующим налоговым законодательством. Стороны будут платить подлежащие выплате налоги в своих соответствующих подсудностях; Стороны не имеют обязательства платить какие-либо иные налоги. Стороны будут оплачивать банковские вознаграждения, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какое-либо банковское вознаграждение другой Стороны.</p> <p>3.3 В случае задержки в предоставлении Услуг по причинам, отличным от Обстоятельств непреодолимой силы и вины Заказчика, Заказчик будет вправе взыскать с Исполнителя пени за каждый день такой задержки в размере 0,1% от стоимости 10 ч/ч но не более 10%. В любом случае, если иное не согласовано Сторонами, Услуги должны быть выполнены до конца.</p> <p>3.4. Заказчик по согласованию с</p>	<p>man hour cost, man hours expended, total amount and reference to the contract.</p> <p style="text-align: center;"><u>3. Payment</u></p> <p>3.1 100% payment of the cost made by the Customer within 30 calendar days from the moment of fulfilment of the obligations assumed by the Contractor under the contract and issue of the invoice by the Contractor.</p> <p>Invoices shall be sent by the Contractor to the e-mail: amd9@rossiya-airlines.com</p> <p>The payments shall be made as non-cash transactions, bank transfers.</p> <p>The currency hereof USD.</p> <p>Invoices shall be issued in _____ in accordance with ECB exchange rate at the date of invoice issuance (for Russian counterparties in rubles with transfer at the exchange rate of the Central Bank of the Russian Federation on the date of invoice issuance, or in conventional units with a transfer at the rate of the Central Bank of the Russian Federation on the date of payment).</p> <p>3.2 Taxes on any prices covered hereby shall be imposed or not imposed pursuant to the current tax law. The Parties shall pay their taxes in the relevant jurisdictions; the Parties shall not be liable for any other taxes. 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 other Party's bank.</p> <p>3.3 In case of delay in the provision of Services for reasons other than force majeure and fault of the Customer, the Customer will be entitled to recover from the Contractor penalty for each day of such delay in the amount of 0.1% of the cost of 10 M/H but not more than 10% of thereof. In any case, unless otherwise agreed by the Parties, it must be done.</p> <p>3.4 Upon the Contractor's approval, the</p>
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<p>Исполнителем в ходе исполнения данного договора вправе изменить не более, чем на 20% количество товаров/объем работ, услуг, при изменении потребности в товарах, работах услугах, являющихся предметом настоящего договора, а также при выявлении потребности в дополнительном объеме работ, услуг, не предусмотренных договором, но связанных с работами, услугами, предусмотренными договором. Стоимость настоящего договора, указанная выше, в этом случае изменяется пропорционально.</p> <p><u>4. Технические требования</u></p> <p>4.1 Удаленная техническая поддержка системы IFE (In-Flight Entertainment) FTTS(Fiber To The Seat) Lumexis. Услуга должна предоставляться путем удаленного подключения к системе Lumexis посредством персонального компьютера/ноутбука, имеющего необходимое программное обеспечение совместимое с системой Lumexis и доступ к глобальной сети Интернет со стороны исполнителя, для выполнения настройки программного обеспечения, установленного в серверах системы Lumexis на борту ВС (воздушного судна) B777-300.</p> <p>4.2 Исполнитель должен предоставлять услугу по запросу от инженеров ЦПЛГ ДАТО (г. Москва). В случае необходимости удаленной технической поддержки, услуга должна быть оказана:</p> <ul style="list-style-type: none"> - в течение 3 календарных дней с момента запроса (при рутинном выполнении работ) - в течение 24 часов с момента запроса (при техническом отказе системы, когда ВС простаивает(AOG), а также в случае AOG-риска) <p>4.3 Исполнитель не вправе заключать договор субподряда при необходимости привлечения технических специалистов.</p> <p>4.4 Исполнитель гарантирует, что услуги, оказанные Заказчику, не будут иметь недостатков в исполнении или возможности использоваться по назначению.</p> <p>4.5 Гарантийный срок должен составлять 6 месяцев на все поставляемые услуги, если</p>	<p>Customer may, during the performance hereof, 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.</p> <p><u>4. Technical Specification</u></p> <p>4.1 Remote technical support to IFE (In-Flight Entertainment) FTTS (Fiber To The Seat) Lumexis system. The service shall be provided by means of remote connection to Lumexis system via a personal computer/ laptop having necessary hardware compatible with Lumexis system and access to Internet by the contractor, for adjustment of the software installed on the Lumexis system servers at B777-300 aircraft.</p> <p>4.2 Seller shall provide the service upon request of engineers Continued Airworthiness Center, Air Technical Department (Moscow). If required, remote technical support shall be provided:</p> <ul style="list-style-type: none"> - within 3 calendar days as of the date of request (routine works) - within 24 hours as of the date of request (technical system failure, when aircraft stands on ground (AOG) and in the event of AOG-risk). <p>4.3 Seller is not entitled to subcontract if technical experts are required.</p> <p>4.4 The contractor guarantees that the services provided to the Customer will not have flaws in execution or used for other purposes.</p> <p>4.5 The warranty period shall be 6 months for</p>
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<p>иное не оговорено сторонами.</p> <p><u>5. Обстоятельства непреодолимой силы</u></p> <p>5.1 Ни одна из сторон не несет ответственности за задержку в исполнении или неисполнение обязательств, если задержка или неисполнение является результатом событий, обстоятельств или причин вне разумного контроля и основанием которых не была вина или небрежность (будь то действием или бездействием соответствующей Стороны) включая, но не ограничиваясь, войну (объявленную и нет), терроризм, восстания или массовые беспорядки, пожары, наводнения, землетрясения, стихийные бедствия, эпидемии или карантинные ограничения, любое действие правительства или любого органа власти или его подразделения, правительственные реквизиции, забастовки или трудовые проблемы, являющиеся причиной прекращения, замедления или перерыва в работе, сбой информационных систем. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство. Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства.</p> <p><u>6. Подсудность и Управляющее законодательство</u></p> <p>6.1 В случае любого спора в отношении этого договора, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к TBD. Такое разбирательство будет вестись на TBD языке. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.</p> <p>6.2 Положения этого договора истолковываются по соответствующим законам страны местонахождения</p>	<p>all supplied services, unless otherwise agreed by the parties</p> <p><u>5. Force Majeure</u></p> <p>5.1 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, 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.</p> <p><u>6. Jurisdiction and Governing Law</u></p> <p>6.1 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 TBD. The arbitration proceedings shall be held in the TBD language. The tribunal's judgment concerning the dispute shall be final and binding upon the Parties.</p> <p>6.2. The provisions hereof shall be construed under the applicable laws of the Supplier's domicile.</p>
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Исполнителя.

7. Действие

7.1 Настоящий договор и итоговая закупочная документация являются единственным действительным обязывающим соглашением Сторон об оговоренном здесь предмете, и устраняют все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом. Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон;

7.2 и останется в силе до 31 декабря 2023. Приложения и заказы являются неотъемлемыми частями настоящего договора и подписываются обеими Сторонами

7.3. Стороны вправе в любое время расторгнуть настоящий договор путём письменного уведомления за 30 календарных дней. Любое расторжение настоящего договора не освобождает Стороны от каких-либо обязательств по нему. Любое обязательство, не выполненное на время расторжения настоящего договора, должно быть выполнено в течение 30 рабочих дней после такого расторжения или в течение иного срока по письменному согласию Сторон.

7.4 Стороны будут уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными, посредством официальных писем. Дополнений договора в таких случаях требоваться не будет.

7.5 В случае возникновения каких-либо разногласий по тексту договора, стороны руководствуются текстом, заверенным штампом правового департамента Заказчика и Исполнителя или содержащимся в прошитом и заверенном договоре.

8. Анти-коррупционная оговорка

8.1 При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо

7. Validity

7.1 This Contract and the final procurement documentation 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.

7.2 and remain in effect until December 31, 2023. The Parties shall be entitled to terminate this Contract at any time upon the 60 calendar days' advance written notice

7.3 The parties may at any time terminate this agreement by giving written notice 30 calendar days. Any termination of this agreement shall not relieve the Parties of any obligations hereunder. Any obligation not performed at the time of termination of this agreement, must be completed within 30 business days after such termination or during such other period upon the written agreement of the Parties.

7.4 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.

7.5 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

<p>неправомерные преимущества или иные неправомерные цели. При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p> <p>8.2 В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 8.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 календарных дней с даты получения письменного уведомления.</p> <p>8.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора.</p>	<p>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.</p> <p>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.</p> <p>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.</p>
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<p>Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.</p>	
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ФОРМА

Информация о контрагенте

№	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)					№	Информация о цепочке собственников контрагента, включая бенефициаров (в том числе конечных)						
	ИНН	ОГРН	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Серия и номер документа, удостоверяю щего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенные условия		ИНН	ОГРН	Наименование/ ФИО	Адрес места нахождения адрес регистрации	Серия и номер документа, удостоверяющего личность (для физического лица)	Руководите ль/ участник/ акционер/ бенефициар / данные об исполнител ьном органе	Информация о подтверждаю щих документах (наименование , реквизиты и т.д.)
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							

Должность, инициалы, фамилия руководителя контрагента _____
Печать (подпись, дата)

Примечание: В таблице указывается подробная информация о цепочке собственников контрагента (учредители/акционеры: в отношении учредителей/акционеров, являющихся юридическими лицами, данные об их учредителях и т.д.), включая конечных бенефициаров:

- 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня);
- 1.1.2, 1.2.1, 1.2.2 и т.д. – собственники организаций 1.1 (собственники второго уровня)
- и далее – по аналогичной схеме до конечного бенефициара (1.1.3.1).

От Поставщика:

От Покупателя:

М.П.

М.П.

Appendix to the CONTRACT DRAFT

Counter-agent's Information

No.	Counter-agent's name (INN, activity type)						Agreement (details, subject, price, validity period and other material terms and conditions)					No.	Information about the counter-agent's owners chain, including the beneficiaries (ultimate beneficiaries)						
	INN	OGRN	Counter-agent's name	OKVED code	Last name, name, patronymic of CEO	Authority and number of the document to identify CEO	Number and date	Subject of the agreement	Price (RUR, mln)	Validity period	Other material terms and conditions		INN	OGRN	Name/ Last name, name, patronymic	Location/ place or registration address	Series and number of ID document (for individual)	CEO/ member/ shareholder/ beneficiary/ details about the executive body	Information about the confirming documents (name, details, etc.)
1.												1.1.							
												1.1.1							
												1.1.2							
												1.1.3							
												1.1.3.1							
												1.1.3.2							
												1.2							
												1.2.1							

Position, full name of the counter-agent's CEO _____

stamp here

signature

/date/

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

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

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

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