

APPROVED BY
Chairman of the Bidding Commission
Rossiya Airlines JSC

M.N. Fedosov

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2017

PROCUREMENT DOCUMENTATION

Public Request for Price Quotations in Electronic Format for the purchase of the Heat and Vacuum Applicator for repair of sidewalls, bulkheads and seating shells panels for “Rossiya Airlines” aircrafts.

To be conducted in accordance of Federal law No.223-FZ “Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities” and the Regulation on Procurement of Goods, Works, and Services (P 20-33-14, 2-nd edition)

Determination of Bidding Specific Features: procurement from small and/or medium business entities is not anticipated

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

1. General Conditions

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

This procedure includes 1 lot.

Lot No. 1 The purchase of the Heat and Vacuum Applicator					
Designation of subject of the contract (lot):					
Initial (maximum) contractual (lot) price excl. VAT	Currency of contract	Number (Volume)	Units of measure	Classification as per OKPD2	Classification as per OKVED2

160 000	GBP	1	ea	28.99.99.000	28.99.9
Place of delivery/performance of work/service provision (address):					
«Rossiya Airlines» JSC, b. 18/4, Pilotov street, Saint-Petersburg, 196210, 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 about the request for price quotation are made later than one business day 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 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 two business days prior to the bids submission deadline. Within one business day from the date of receipt of the above-mentioned inquiry for clarification of the provisions of the documentation the Customer shall provide clarifications to the potential bidder submitted the inquiry and to post such clarifications in the unified information system (not indicating name or address of the potential bidder provided this inquiry for clarification).

2. Procedure and place of submission of procurement bids.

2.1. Time period of the procurement procedure:

Time and date of bids submission beginning	20/02, 2017 18.00 Moscow time
Time and date of bids submission deadline:	07/03, 2017 10.00 Moscow time
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 «14» March 2017.

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

Irina Harevich
Tel: (812) 6-333-999 ext. 24-63
e-mail: tender@rossiya-airlines.com

2.3. Contact person for Terms of Reference issues:

Alexander Koloniychuk
Tel.: +7-812-633-39-30
e-mail: A.Koloniychuk@rossiya-airlines.com

2.4. 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.

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

2.5.1. 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.

2.5.2. 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.

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

2.5.4. To submit, within three days from the date of posting a protocol determining the bidder's right for entering into a contract with the customer, information regarding whole chain of owners including beneficiaries (including end ones) and about structure of executive boards supported by appropriate documents according to the form provided in Appendix D to the Policy of Procurement of Goods, Work, and Services by Rossiya Airlines JSC (except for procurement parties that are government bodies, state and municipal institutions, and unitary enterprises).

2.6. 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.

2.7. 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.

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

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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 20% of Heat and Vacuum Applicator is made within 30 business days after the conclusion of a contract to supply and putting account provider. 50% will be paid within 14 business days after receipt of the notification from the Supplier of readiness for shipment of Heat and Vacuum Applicator to the Recipient. The remaining 30% of the Heat and Vacuum Applicator will be paid within 30 business days after the shipment of the Heat and Vacuum Applicator to the Recipient and submission of the invoice to the Recipient.

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

4.1. Requirements to safety, quality, technical characteristics, functional characteristics (consumer attributes) of the goods, work, and service, to sizes, packaging, shipment of goods, and to work output specified by the customer and stipulated by technical regulations in accordance with the Russian legislation concerning technical regulation, the documents developed and applied in the national system of standardization, introduced in accordance with the Russian legislation concerning

standardization, and other requirements related to determination of compliance of the delivered goods, performed work, and rendered service to the customer needs are given in the Terms of Reference (see Appendix 3).

4.2. Requirements to contractual capacity of Procurement Bidders:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.4. Validity period of the bid for participation in procurement shall be at least 90days 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. Quotation 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 not be assessed, the participant must provide supporting documents this fact.

5.7. Quotations shall be submitted for each lot separately.

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

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

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

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

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

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

Indicators	Evaluation procedure
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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.

The following procedure will be used to compare the bids request for quotations of the participants to select a supplier:

The price of the contract (C) is calculated as follows:

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

P - price of the supplier EXW.

T1 - the cost of charges for customs clearance.

T2 - customs duty.

T3 - the cost of services of customs representative

T4 - the cost of registration of the declaration of conformity (if required for customs clearance of goods).

D - Shipping costs.

The determination of the winner is made by the comparing of the price calculated from the transfer of all prices in a single currency: GBP at the Bank of Russia exchange rate on the date of bids submission deadline. As a common basis of comparison of quotations will be used price offers of participants:

- for Russian residents - without VAT;
- for Non-residents of the Russian Federation, taking into account all fees and taxes in accordance with the legislation of the its countries.

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	

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.

register).	
3. Certificates of no outstanding tax liability to the budgets of all level and insurance deductions issued by appropriate divisions of the Federal tax Service no earlier than 20 days before the deadline for receipt of applications . (this requirement does not cover bidders that are non-Russian residents).	
4. Documents confirming right of the procurement bidder to deliver goods not produced by him, supported by corporate guarantees of the goods manufacturer (originals or copies)	
5. Document confirming powers of the person to perform actions on behalf of the procurement bidder - the legal entity (copy of the decision on appointment or election or order on appointment of a physical person to a position, according to which such physical person has rights to act on behalf of the procurement bidder without power of attorney (hereinafter also referred to the - the chief executive officer). If the procurement bidder is represented by any other person acting on behalf of them, the bid shall also contain the power of attorney to act on behalf of the procurement bidder certified by the procurement bidder's seal (for legal entities) and signed by the chief executive officer of the procurement bidder or a person authorized by this chief executive officer, or the notarized copy of such power of attorney. In case the above-mentioned power of attorney is signed by person authorized by the chief executive officer of the procurement bidder the bid shall also include a document to confirm power of such person.	
6. Copies of accounting records: for Russian legal entities – copies of balance sheet, statement of financial results including all attachments thereto, for the recent reporting period except for newly registered companies (for foreign companies – copies of documents similar to balance sheet and statement of financial results).	
7. Copies of documents confirming the right to run certain operations (licenses, etc.) in cases permitted by the applicable legislation of the Russian Federation and/or confirming the goods and services compliance to certification requirements.	
8. Copies of notification about application of the simplified taxation system (STS) or notification letter of the bidder about application of the STS bearing a seal of a tax authority (where applicable), supporting by the tax declaration for the tax paid in connection with application of the STS, for the recent year.	
9. Information on non-availability/availability affiliation of the procurement bidder with Rossiya Airlines JSC employees and their close relatives (spouses, children, parents, brothers and sisters).	
10. Brief background of the company's activities.	
11. Copies of audit reports (if any).	
12. For a group (several persons) of persons acting for the procurement bidder, an original or a notarized copy of the document confirming consolidation of the persons acting for the procurement bidder as a group, and the right of the certain procurement bidder to participate in the procedure on behalf of a group of persons including right to submit application for bidding, to sign protocols and contract shall be also provided.	
13. Description of the goods to be delivered, their functional characteristics, quantity and quality characteristics (if the goods are a procurement subject) or description of the work to be performed, or description of the service to be rendered (if subject of the procurement is work or service),	

their quantity and quality characteristics.		
14. ³		
5. Contact person		
<i>(specify name, surname, phone, fax, e-mail)</i>		
<p>The bidder hereby confirms accuracy of all information stated in the Questionnaire and agrees with all conditions specified in the procurement documentation related to the procurement procedure:</p>		
<i>(state designation of procedure)</i>		
<i>(position of the chief executive officer)</i>	<i>(signature)</i>	<i>(state name)</i>
Date of compilation	Stamp	« _____ »
		<i>(DD)</i> <i>(MM)</i> <i>(YYYY)</i>

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

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

We hereby confirm that _____

(specify name of the procurement bidder)

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

business entity and report the following information:

1. Place of business address (legal address): _____.

2. Taxpayer Identification Number / Taxpayer Record Validity Code (KPP):

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

3. Principal State Registration Number (OGRN):

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

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

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

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

4.	Average number of employees for preceding calendar year (to be determined considering all employees including those working under civil law contracts or in secondary employment considering actual working hours, employees of representations, branches and other separate divisions of the specified micro-sized enterprise, small enterprise or medium-sized enterprise) for the recent 3 years, persons	up to 100 inclusive	from 101 to 250 inclusive	specify number of persons (for each year)
		up to 15 for micro-sized enterprise		
5.	Revenues from sales of goods, work, and services excluding value added tax or book value of assets (depreciated book value of fixed assets and intangible assets) for the recent 3 years, mln. roubles	800	2000	To be indicated in mln. roubles (for each year)
		120 per year – for micro-sized enterprise		
6.	Information about types of activity of the legal entity according to constituent documents or about types of activity of the physical person recorded in the Unified State Register of Private Entrepreneurs and performing business activity without foundation of a legal entity with indication of the OKVED2 (Russian Classification of Economic Activities) and OKPD2 (Russian National Classification of Products as per Types of Economic Activities) codes	-		
7.	Information about goods, work, and services produced by small and medium-sized business entities with identification of OKVED2 and OKPD2 codes	-		
8.	Information about participation in approved programs of partnership of certain customers with small and medium-sized business entities	yes (no) (if participated – state name of the customer implementing the partnership program)		
9.	Availability of information about the small and medium-sized business entity in the register of partnership program participants	yes (no) (if available - specify name of the customer-holder of the partnership program register)		
10.	Experience of execution of public and municipal contracts, civil agreements of budgetary institutions or agreements signed with legal entities covered by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities”	yes (no) (if any – specify number of executed contracts and total amount)		
11.	Information of experience in production and	yes (no)		

	delivery of products included into the innovative products register	
12.	Information whether the small and medium-sized business entity has status of a person participating in executing of project for creation and support of operation of a territorially separate complex (Skolkovo Innovative Centre)	-
13.	Information that the chief executive officer, members of collegial executive body, chief accountant of the small and medium-sized business entity have no criminal records for crimes in the sphere of economy (except for persons with expired or expunged criminal records), and that no punishment in form of disqualification to hold certain positions or to practise certain professions related to activities of the small and medium-sized business entity, or administrative punishment in form of disqualification has been invoked in relation of the above-mentioned individuals	yes (no)
14.	Information about available data about the small and medium-sized business entity in blacklists of suppliers stipulated by the Federal Law Concerning Procurement of Goods, Works, and Services by Certain Types of Legal Entities and the Federal Law On Contractual System regarding Central and Local Government Procurement of Goods, Works and Services	yes (no)

Company Chief Executive Officer

/ _____ /

(solo trader)

(signature)

Name, position

Stamp

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

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

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

Appendix 2
to the Procurement Documentation

Application for Bidding ⁴ 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:
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 three days from the date of posting of the Report determining the bidder's right to conclude a contract with the customer in the unified information system.
5. In case, based on the results of the request for price quotations, the Customer award

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

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.	
6. In case we are recognized to be the second winner of the request or price quotations based on the results of procurement procedure and the winner of the request for 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.	
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.	
8. In case we are recognised to be the winner of the request for price for quotations or it is decided to conclude a contract with us in the stipulated cases, and our avoidance of entering into the contract, that are subject of the request for price quotations 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 price quotations after the deadline for submission of bids for the request for price quotations.	
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 price quotations are attached to the present bid for the request for price quotations,	
as per the list on	page
Chief executive officer	
(signature)	(state name)
<i>Stamp</i>	
Date of compilation « »	
(DD)	(MM) (YYYY)

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

Terms of Reference
for the supply of Heat and Vacuum Applicator for repair of sidewalls, bulkheads
and seating shells panels for “Rossiya Airlines” aircrafts.

1. Terms, Conditions and Procedure of Payment.

1.1. Form of payment is bank transfer.

1.2. Payment terms:

Payment 20% of Heat and Vacuum Applicator is made within 30 business days after the conclusion of a contract to supply and putting account provider. 50% will be paid within 14 business days after receipt of the notification from the Supplier of readiness for shipment of Heat and Vacuum Applicator to the Recipient. The remaining 30% of the Heat and Vacuum Applicator will be paid within 30 business days after the shipment of the Heat and Vacuum Applicator to the Recipient and submission of the invoice to the Recipient.

2. Address, Conditions and Terms of Delivery.

2.1. Address of delivery:

«Rossiya Airlines» JSC
 b. 18/4, Pilotov street,
 Saint-Petersburg, 196210
 Russia

2.2. Terms of delivery: EX WORKS

2.3. Delivery date should be up to 1st of July 2017 year.

Information about the day of shipment must be sent no later than two weeks by email LD@rossiya-airlines.com to the Logistic department of JSC “Rossiya Airlines”.

2.4 Delivery shall be accompanied by the following documents:

- Heat and Vacuum Applicator`s passport;
- Invoice should contain: descriptions of the goods, price for each item of the goods and final price, registration number of the Contract, terms of delivery and payment in accordance with the Contract.

2.5 Supplier must make setting the Heat and Vacuum Applicator after it has been delivered to St. Petersburg without additional payment.

2.6 Supplier must make the training for Rossiya Airlines Staff in St. Petersburg (Russia) without additional payment

3. Specifications.

3.1 Required delivery of Heat and Vacuum Applicator HVA 3 serial LT Laminating Technology as following:

Heat and Vacuum Applicator HVA 3 serial	
HVA 3	1 e.a.

Heat and Vacuum Applicator must be equipped SINGLE MEMBRANE PRESS WITH UNIVERSAL TOOL for applying heat activated engineered decorative trim laminates to cabin interior panels.

Heat and Vacuum Applicator must meet the following requirements:

- Machine size should be 4310 x 2320mm 14' 2" x 7' 7";
- Must comply with infra-red radiation heating system;
- Must cover repairs of sidewall panels from Boeing including Boeing 777-300 and Airbus;
- Must cover CE certified;
- Bed size should be 2760 x 1800mm (9' 1" x 5' 9");
- Machine weight should be 2800 Kg (6,173 lb);
- Max tool weight should be 800kg (1,764 lb);
- Max temperature should be 125°C 125°C (257°F);
- Heat control should be Automatic;
- Vacuum control should be by Manual;
- Max vacuum pressure should be 0.948 bar (28 inHg);
- Machine should has at least 30 Programmes.

3.2 Documentation.

To supply the proposed plotter shall be provided as follows:

Heat and Vacuum Applicator`s passport.

Heat and Vacuum Applicator`s User Manual.

4. Warranty

4.1 The Seller guarantees that the Equipment delivered to the Buyer hereunder shall not have any defects in material, workmanship or aptness to be used to its purpose by the moment of their acceptance by the Buyer.

4.2 The term of the warranty of the 4.1 hereof lasts for 12 month since the acceptance of the Equipment by the Buyer.

4.3 If the Buyer discovers a breach of the warranty of the 4.1 hereof, and the Seller accepts it; the Seller shall rectify such breach by either replacing or repairing of a defected item of Equipment FOC to the Buyer, a new FOC to the Buyer; so that the new/repared item of the Equipment shall be free from any defects in material, workmanship or possibility to be used to its purpose.

4.4 The warranty liability of the Seller hereunder is limited to that repair or replacement [the choice between which being subject to the Buyer's approval], together with delivery costs of it and related insurance.

5. Notes

5.1. Cost is determined on the proposals.

5.2. Terms for Conclusion of an Agreement

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

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

Appendix 4
to the Procurement Documentation

Draft agreement for the supply of Heat and Vacuum Applicator for «Rossiya Airlines» JSC

<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>1. Subject of the contract</p> <p><u>1.1</u> is purchase of the Heat and Vacuum Applicator HVA 3 serial LT Laminating Technology (hereinafter referred to as the Equipment):</p> <p>Type of goods – Heat and Vacuum Applicator HVA 3 serial Quantity – 1</p> <p>Heat and Vacuum Applicator must be equipped SINGLE MEMBRANE PRESS WITH UNIVERSAL TOOL for applying heat activated engineered decorative trim laminates to cabin interior panels.</p> <p>Requirements:</p> <ul style="list-style-type: none"> - Machine size should be 4310 x 2320mm 14' 2" x 7' 7"; - Must comply with infra-red radiation heating system; - Must cover repairs of sidewall panels from Boeing including Boeing 777-300 and Airbus; - Must cover CE certified; - Bed size should be 2760 x 1800mm (9' 1" x 5' 9"); - Machine weight should be 2800 Kg (6,173 lb); - Max tool weight should be 800kg (1,764 lb); - Max temperature should be 125°C 	<p>с основным местоположением, здесь далее называемое Исполнитель; и АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое Заказчик; вместе здесь в дальнейшем называемые Стороны, а отдельно Сторона, заключили настоящий договор _____ о следующем ниже:</p> <p>1. Предмет договора</p> <p><u>1.1</u> составляет приобретение ламинирующей машины Heat and Vacuum Applicator . (здесь далее «Оборудование»):</p> <p>Тип наименование товара – ламинирующая машина Heat and Vacuum Applicator HVA 3 серии LT Laminating Technology. Количество – 1 Ламинирующая машина должна иметь мембранный пресс с универсальным инструментом для нанесения термо активированных декоративных отделочных ламинатов для интерьерных панелей, такие как стеновые, багажные полки и всевозможные панели кресел. Ламинирующая машина должна удовлетворять следующим техническим требованиям: Основные требования:</p> <ul style="list-style-type: none"> - Размер не должен превосходить 4310 x2320mm (14' 2" x 7' 7"); - Должна иметь инфракрасную систему нагрева; - Должна покрывать ремонт стеновых панелей самолетов Boeing включая 777-300, Airbus; - Должна соответствовать сертификацию европейского соответствия CE; - Должна иметь размер основания не более 2760 x 1800mm (9' 1" x 5' 9");
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<p>125°C(257°F);</p> <ul style="list-style-type: none"> - Heat control should be Automatic; - Vacuum control should be by Manual; - Max vacuum pressure should be 0.948 bar (28inHg); - Machine should has at least 30 Programmes. <p><u>1.2</u> The Buyer may procure from the Seller other equipment (hereinafter also the “Equipment”): and services (hereinafter the “Services”): on ground of further specifications, or orders, the choice between which is subject to consent of the Parties within the warranty obligations for the Goods and Services specified in the clause 1.1 . Such Equipment and Services shall likewise constitute subject hereof. Deliveries of Equipment shall be contained needed certificates and documentation as agreed by the Parties.</p> <p>1.3. Amount of this Contract will not exceed _____.</p> <p>2. Delivery, Packing & Lead time</p> <p><u>2.1</u> Deliveries hereunder shall be carried out with EXW (Incoterms 2010) from the Seller to the Buyer.</p> <p><u>2.2</u> The Seller shall deliver Services or Equipment in terms agreed by the Parties. Any delays in such periods, provided no force majeure as per paragraph 5 herein occurs, shall be deemed to be a material breach hereof and may therefore be subject to penalties.</p> <p><u>2.3</u> Delivery date should be up to 1st July 2017. Information about the day of shipment must be sent no later than 2 weeks by e-mail LD@rossiya-airlines.com to the</p>	<ul style="list-style-type: none"> - Вес машины не должен превосходить 2800 Kg (6,173 lb); - Вес инструмента не должен превосходить 800kg (1,764 lb); - Максимальная Температура нагрева 125°C 257°F; - Управление температурой должно быть автоматическим; - Управление создания вакуума должно быть в ручном режиме; - Усилие создания вакуума должно быть до 0.948 bar (28 inHg); - Должна иметь от 30 программ работы. <p><u>1.2</u> Заказчик вправе приобретать и другое оборудование (здесь далее также «Оборудование») и услуги (здесь далее «Услуги») от Исполнителя на основе дальнейших спецификаций или заказов, по согласию Сторон в рамках гарантийных обязательств по товарам и услугам, указанным в п. 1.1.. Такие Оборудование и Услуги также будут составлять предмет настоящего договора. Поставка Оборудования должна сопровождаться необходимыми сертификатами и технической документацией по согласованию сторон.</p> <p>1.3. Сумма настоящего договора не превысит _____</p> <p>2. Доставка, упаковка и Срок исполнения</p> <p><u>2.1</u> Доставки по настоящему договору будут проводиться по EXW (по Incoterms 2010) от Исполнителя Заказчику.</p> <p><u>2.2</u> Исполнитель будет предоставлять Услуги, Оборудование в согласованные Сторонами сроки. Опоздание в этом сроке при отсутствии обстоятельства непреодолимой силы, как определено здесь в главе 5, будет считаться существенным нарушением настоящего договора и поэтому может быть основанием для штрафов.</p> <p><u>2.3</u> Дата поставки должна быть до 1 июля 2017г. Информация о дне отгрузки должна быть отослана не позднее чем за две недели по электронной почте в отдел логистики ДАТО АО «Авиакомпания</p>
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<p>Logistic Department of JSC «Rossiya Airlines»</p> <p><u>2.4</u> The Seller shall FOC for the Buyer pack or arrange for packing the Equipment to be delivered hereunder so as to avoid any damage during whole shipment to the Buyer.</p> <p><u>2.5</u> If not otherwise agreed by the Parties in writing, title (together with all related risks) on Equipment, which is a subject hereof, passes from the Seller to the Buyer in the moment of the acceptance thereof by the Buyer or its nominated carrier.</p> <p>2.6. Equipment will be delivered with the following documentation: -Heat and Vacuum Applicator`s passport; -Invoice should contain: descriptions of the goods, price for each item of the goods and final price, registration number of the Contract, terms of delivery and payment in accordance with the Contract.</p> <p>2.7 Supplier must make setting the Heat and Vacuum Applicator after it has been delivered to St. Petersburg without additional payment.</p> <p>2.8 Supplier must make the training for Rossiya Airlines Staff in St. Petersburg (Russia) without additional payment</p> <p>3. Terms, conditions and Procedure of Payment</p> <p><u>3.1</u> The currency hereof is _____.</p> <p><u>3.2.</u> Form of payment is bank transfer.</p> <p><u>3.2</u> The Parties' bank details are: the Buyer's <u>The Seller's</u></p> <p><u>3.3.</u> Terms and order of payment:</p>	<p>«Россия» E-mail: LD@rossiya-airlines.com</p> <p><u>2.4</u> Исполнитель безвозмездно для Заказчика упакует Оборудование таким образом, чтобы избежать любого повреждения во время всей перевозке до Заказчика.</p> <p><u>2.5</u> Если иное письменно не согласовано Сторонами, право собственности (вместе с сопутствующими рисками) на Оборудование, составляющее предмет настоящего договора, переходит от Исполнителя к Заказчику при его получении последним или им назначенным перевозчиком.</p> <p>2.6. Оборудование будет поставляться со следующей документацией: - Паспорт на ламинирующую машину; - инвойс, содержащий - наименование товара, цена за единицу продукции и полная стоимость, номер контракта, условия поставки и оплаты согласно контракту.</p> <p>2.7 Поставщик обязан произвести настройку оборудования после поставки без дополнительной оплаты.</p> <p>2.8 Поставщик должен произвести обучение персонала Заказчика в Санкт-Петербурге (Россия) без дополнительной оплаты.</p> <p>3. Оплата</p> <p><u>3.1</u> Валюта настоящего договора – _____</p> <p><u>3.2.</u> Форма оплаты безналичный расчет.</p> <p><u>3.2</u> Банковские реквизиты Сторон: <u>Заказчика:</u> <u>Исполнителя:</u></p> <p><u>3.3.</u> Сроки и порядок оплаты: Оплата 20% стоимости ламинирующей машины в течение 30 календарных дней с момента заключения Договора</p>
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<p>Payment 20% of Heat and Vacuum Applicator is made within 30 business days after the conclusion of a contract to supply and putting account provider. 50% will be paid within 14 business days after receipt of the notification from the Supplier of readiness for shipment of Heat and Vacuum Applicator to the Recipient. The remaining 30% of the Heat and Vacuum Applicator will be paid within 30 business days after the shipment of the Heat and Vacuum Applicator to the Recipient and submission of the invoice to the Recipient.</p> <p><u>3.4</u> Same procedure shall apply for other payments of the Parties hereunder, if not otherwise agreed by the Parties in writing.</p> <p><u>3.5</u> Taxes with respect to any prices covered herewith are levied or not levied i.a.w. current valid tax legislation. Parties shall pay due tax as are levied in their respective jurisdictions and have no liability to pay any other taxes..</p> <p><u>3.6</u> The Parties will pay bank charges, if any, imposed by their respective banks. In avoidance of doubt no Party shall settle a bank charge of the other Party.</p> <p><u>3.7.</u> In case of exceeding the delivery time by the Seller in accordance with clause 2.3 of the Agreement for more than 20 (twenty) working days subject to the terms of payment by the Buyer, Seller should within 10 (ten) banking days from the date of receipt of the Buyer's notice of such non-fulfillment:</p> <ul style="list-style-type: none"> - Seller should return to the Buyer listed them funds in accordance with clause 3.3. the Agreement - Seller should pay the interest on the 	<p>поставки и выставления Поставщиком счета. Оставшиеся 80% стоимости товара Получатель оплачивает в течение 30 календарных дней отгрузки товара Получателю.</p> <p><u>3.4</u> Подобный порядок будет применяться и для других платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано.</p> <p><u>3.5</u> Налоги на любые цены, охватываемые настоящим договором, налагаются или не налагаются в соответствии с действующим налоговым законодательством. Стороны будут платить подлежащие выплате налоги в своих соответствующих подсудностях; Стороны не имеют обязательства платить какие-либо иные налоги.</p> <p><u>3.6</u> Стороны будут оплачивать банковские вознаграждения, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какое-либо банковское вознаграждение, наложенное банком другой Стороны.</p> <p><u>3.7.</u> В случае превышения Исполнителем сроков поставки, указанных в п. 2.3 настоящего Договора на срок более 20 (двадцати) рабочих дней при условии соблюдения Заказчиком сроков оплаты, Исполнитель обязан в течение 10 (десяти) банковских дней от даты получения Уведомления Заказчика о таком не выполнении:</p> <ul style="list-style-type: none"> - вернуть Заказчику перечисленные им в соответствии с п.3.3 настоящего Договора денежные средства. - уплатить Заказчику проценты за пользование чужими денежными средствами в размере 0.1% от уплаченной суммы, за каждый день
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<p>borrowed funds in the amount of 0.1% of the amount paid for each day of such use, starting from the date the funds are credited to the account of the Seller, and ending with the date they are credited to the account of the Buyer.</p> <p>3.8. The Buyer may agree with the Seller during performance of the Contract to change the quantity of supplied goods, services or contract value within 20 % from originally agreed in case of identifying needs for additional work or services unstipulated by the Contract, but related with work, services provided by the Contract. The cost of the Contract in this case is changing proportionally.</p> <p>4. Warranty</p> <p><u>4.1</u> The Seller guarantees that the Equipment delivered or Services rendered to the Buyer hereunder shall not have any defects in material, workmanship or aptness to be used to its purpose by the moment of their acceptance by the Buyer.</p> <p><u>4.2</u> The term of the warranty of the 4.1 hereof lasts for 12 month since the acceptance of the Equipment or Services by the Buyer, hereinafter the “Warranty term”.</p> <p><u>4.3</u> If the Buyer discovers a breach of the warranty of the 4.1 hereof, and the Seller accepts it pursuant to the 4.5 hereof; the Seller shall rectify such breach by either replacing or repairing of a defected item of Equipment FOC to the Buyer, or rendering badly rendered Services anew FOC to the</p>	<p>такого пользования, начиная с даты зачисления денежных средств на расчетный счет Исполнителя и заканчивая датой их зачисления на расчетный счет Заказчика.</p> <p>3.8. Заказчик по согласованию с Исполнителем в ходе исполнения данного договора вправе изменить не более, чем на 20% стоимость договора или 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 в этом случае изменяется пропорционально.</p> <p>4. Гарантия</p> <p><u>4.1</u> Исполнитель гарантирует, что Оборудование, доставленное или Услуги, оказанные Заказчику, не будут во время принятия их Заказчиком, иметь недостатков в материале, исполнении или возможности использоваться по назначению.</p> <p><u>4.2</u> Срок указанной здесь в 4.1 гарантии длится 12 месяцев со дня принятия Оборудования Заказчиком или оказания ему Услуг, здесь далее «Гарантийный срок».</p> <p><u>4.3</u> Если Заказчик обнаружит предположительное нарушение указанной здесь в 4.1 гарантии; и Исполнитель это нарушение признает, как указано здесь в 4.5; Исполнитель устранил это нарушение гарантии, заменив безвозмездно для Заказчика, единицу Оборудования, имеющую недостаток; или снова окажет, безвозмездно для Заказчика, неудачно оказанную Услугу – с тем, чтобы новая единица Оборудования, или снова</p>
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<p>Buyer; so that the new/repaired item of the Equipment or newly rendered Services shall be free from any defects in material, workmanship or possibility to be used to its purpose.</p> <p><u>4.4</u> The warranty liability of the Seller hereunder is limited to that repair or replacement [the choice between which being subject to the Buyer's approval], together with delivery costs of it and related insurance; or newly rendered Service</p> <p><u>4.5</u> If within the period stipulated in 4.2 herein, the Buyer finds a defect of in workmanship, material or aptness to be used for its purpose, happened because of Equipment installed and Services provided by the Seller hereunder, it shall notify the Seller within 2 calendar weeks since detection of such defect. The Buyer's notifications about defects dated later than 2 calendar weeks since detection of respective defect are void. If Such defect shall be acknowledged by the Seller, the Seller shall free of charge for the Buyer rectify such defect in the way agreed by the Parties. The Seller shall within 2 calendar weeks reply to such notification from the Buyer about a possible defect and advice, whether it accepts the defect. If the Seller does not answer within this period, the defect shall be deemed as acknowledged by the Seller. Upon request of the Seller the Parties may agree on prolongation of this term for the Seller's decision of a defect. Effective dates of the Buyer's notifications about defects and the date of the Seller's answers to them (both as described in the 4.5 hereof), shall be accepted as, whichever occurs first, either: (i) the day of sending and acceptance of such notification (by duly authorized representatives of the Parties) when via e-</p>	<p>оказанная Услуга была свободна от недостатков в материале, исполнении или возможности использоваться по назначению.</p> <p><u>4.4</u> Гарантийная ответственность Исполнителя по этому договору ограничена заменой или ремонтом (выбор между которыми должен быть согласован с Заказчиком) единицы Оборудования, имеющей недостаток, и затратами по его перевозке и сопутствующим страхованием; или повторным оказанием Услуги.</p> <p><u>4.5</u> Заказчик в течение 7 календарных дней уведомит Исполнителя об обнаружении предположительного нарушения указанной здесь в 4.1 гарантии, отправив письменное уведомление об этом событии Исполнителю с указанием всех связанных с ним обстоятельств: тогда Исполнитель в течение 14 календарных дней справедливо решит, является ли это событие нарушением гарантии по настоящему договору. Если Исполнитель не ответит в течение 14 календарных дней после получения уведомления о предположительном нарушении гарантии, такое нарушение будет считаться признанным Исполнителем. Стороны могут письменно согласовать для отдельных случаев иной срок для этого решения Исполнителя. Исполнитель может передать Заказчику образец, которым он сам пользуется в таких случаях; и тогда в подобном случае будет использоваться он. Датами вступления в силу сообщений в уведомления Заказчика о предположительном нарушении гарантии и решения Исполнителя о нём (по описанию 4.5 настоящего договора) будут считаться, смотря, что произойдёт первым: i) день отправки и получения (уполномоченным на то представителем другой Стороны) такого сообщения по электронной почте; или (ii) день принятия, если они были отправлены курьерской почтой первого</p>
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<p>mail; or (ii) The day of acceptance of such notification by the Seller or answer by the Buyer, if they have been sent via a first-class postal or its equivalent service with function of notification about acceptance.</p> <p><u>4.6</u> The term of the Warranty term hereunder, in case of a proven breach of it, shall be extended to the time ensued from the day, when the Buyer informs the Seller of such breach, inclusively through the day, when the Seller rectifies this breach.:</p> <p>4.7. Would any delay in delivery of the Equipment the Seller pas to pay to Buyer penalty at the rate 0,1% of the value of the short-delivered Goods for each day of delay till the date of Equipment delivery.</p> <p>5. Force majeure</p> <p><u>5.1</u> Neither party shall bear responsibility, if it fails to fulfill one of obligations hereunder resulting from such circumstances as natural calamities, war (declared or not), civil commotion, transport accidents, export and import prohibition, which have arisen after the conclusion hereof. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts. Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein. Fires, blackouts, IT-systems failures and strikes shall be force majeure events unless they are caused by culpable acts or omissions of the Parties.</p>	<p>класса с уведомлением о получении или равносильным средством, но в любом случае с возможностью уведомления о получении.</p> <p><u>4.6</u> Срок указанной здесь в 4.1 гарантии, в случае доказанного её нарушения, будет продлён на время, проистекшее от дня, когда Заказчик уведомил Исполнителя о предположительном нарушении, до дня, когда Исполнитель устранил это нарушение, включительно.</p> <p>4.7. В случае, если будет иметь место опоздание в поставке Оборудования , Исполнитель обязан уплатить Продавцу штраф в размере 0,1% от стоимости не поставленного в срок Оборудования за каждый день просрочки до даты поставки Оборудования.</p> <p>5. Обстоятельства непреодолимой силы</p> <p><u>5.1</u> Ни одна из сторон не будет нести ответственности за полное или частичное невыполнение любого из их обязательств в том случае, если это невыполнение обусловлено такими обстоятельствами стихийные бедствия, война (объявленная или нет), общественные беспорядки, аварии на транспорте, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно 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. Пожары, отключения электричества, неисправности информационных систем и забастовки будут считаться обстоятельствами непреодолимой силы только, если они не вызваны виновными действиями или бездействиями Сторон.</p>
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<p>6. Jurisdiction & Governing law</p> <p><u>6.1</u> In case of any dispute concerning this contract the Parties will try finding the solution in negotiations. If such negotiations do not have the success within 60 calendar days, the Parties may refer to arbitration court n_____. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.</p> <p><u>6.2</u> Provisions of this Contract shall be construed with respective laws of the country of the Seller.</p> <p><u>6.3.</u> In case of any disagreement on the text of the Contract the Parties will be guided by text certified by the stamp of the legal department of the Buyer or contained in a simple and certified contract.</p> <p>7. Anti-corruption clause</p> <p><u>7.1.</u> While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end. While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.</p>	<p>6. Подсудность и Управляющее законодательство</p> <p><u>6.1</u> В случае любого спора в отношении этого договора, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к арбитражному суду в_____. Язык рассмотрения такого спора будет Английский. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.</p> <p><u>6.2</u> Положения этого договора истолковываются по соответствующим законам страны Исполнителя.</p> <p><u>6.3.</u> В случае возникновения каких-либо разногласий по тексту договора, Стороны руководствуются текстом, заверенным штампом правового департамента Общества или содержащимся в прошитом и заверенном Договоре.</p> <p>7. Антикоррупционная оговорка</p> <p><u>7.1.</u> 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 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><u>7.2.</u> В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 1, соответствующая</p>
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7.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within ____ (_____) calendar days from the date of receipt of the written notification.

7.3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of ____ (_____) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to ____ (_____) calendar days after the date of receipt of the corresponding claim from

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, 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 ____ (_____) календарных дней с даты получения письменного уведомления.

7.3. 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 ____ (_____) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. 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 ____ (_____) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.

8. Действие

<p>the Party initiating termination of the Agreement.</p> <p>8. Validity</p> <p><u>8.1</u> This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof. The contract comes into binding force being signed by authorized representatives of both Parties;</p> <p><u>8.2</u> The Contract comes into force on the days signature of duly authorized representatives of both Parties and remains in force through 31 December 2018. The Parties may at any time terminate this Contract by a 60 days prior written notice</p> <p><u>8.3</u> Any obligation not fulfilled at the time of any termination hereof shall be fulfilled within 30 working days following such termination or within other term upon written consent of the Parties.</p> <p><u>8.4</u> The Parties shall inform one the other about any changes in bank details, headquarters and other tidings they deem to be important by means of an official letter. No amendment hereof shall be needed for such cases.</p> <p><u>8.5.</u> Not later than the date of signing of the Contract the Seller will provide the Buyer with information in respect of the entire chain of their owners (beneficiaries) including the final beneficiaries as well as the composition of the executive bodies in the form of Annex 1 to this Agreement, with provision of supporting documents.</p> <p>Signatures:</p>	<p><u>8.1</u> Настоящий договор является единственным действительным обязывающим соглашением Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом.</p> <p><u>8.2</u> Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и останется в силе до 31 декабря 2018. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 календарных дней.</p> <p><u>8.3</u> Если у Сторон останутся обязательства по настоящему договору на момент его расторжения, такие обязательства должны быть исполнены в течение 30 календарных дней или иного срока по письменному согласию Сторон.</p> <p><u>8.4</u> 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 настоящего договора в таких случаях требовать не будет.</p> <p><u>8.5.</u> Не позднее даты подписания настоящего договора Исполнитель предоставит Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения 1 к настоящему Договору, с предоставлением подтверждающих документов.</p> <p>Подписи:</p> <p>От имени АО «Авиакомпания «Россия»</p> <p>Должность: В день:</p>
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For: Position: On the day:	
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Appendix to the Draft agreement

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)

