

Approved:
Chairman of the Competition Commission
M.N. Fedosov

Approval date

27	07	2018
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Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	27	07	2018	18:00 MSK
Date and time for the request receiving completion	22	08	2018	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	24	08	2018	
Commencement date for providing clarifications on procurement documentation	27	07	2018	
Completion date for providing clarifications on procurement documents	09	08	2018	
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Applicable			
Option to engage co-contractors/subcontractors	Applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	Exchange or repair of the sets of seats			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Exchange or repair of the sets of seats			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
300 000,00	USD	3	set	30.30.	30.30. 50.110
Place of Delivery/Performance of Works/Provision of Services (address)			Place of delivery will be agreed upon at the end of the tender.		
Term and Payment Procedure for Goods (Work. Service)			The Customer shall pay no more than 20% of the cost within 30 days from the date of contract and invoice issuance by the Contractor. Final		

	settlement is made by the Customer within at least 30 days from the date of fulfillment of obligations undertaken by the Contractor according to the concluded contract.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable

Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	Contract Price
Points Calculation Procedure for Criterion 1	To calculate the number of points the formula is used: $S_{baz} / S_{predl} \times K$, where: - S_{baz} - the best (lowest) of all the proposals of the participants; - S_{predl} - assesses the proposals of the participants; - K - the maximum number of points.
Maximum number of points for criterion 1	70
Name of Criterion 2	Terms of Delivery, calendar days
Points Calculation Procedure for Criterion 2	To calculate the number of points the formula is used: $S_{baz} / S_{predl} \times K$, where: - S_{baz} - the best (lowest) of all the proposals of the participants; - S_{predl} - assesses the proposals of the participants; - K - the maximum number of points.
Maximum number of points for criterion 2	20
Name of Criterion 3	The cost of transportation of three sets of seats from Europe, Sofia and Tallinn, to the place of work and the return of one set to Europe.
	To calculate the number of points the formula is used: $S_{baz} / S_{predl} \times K$, where: - S_{baz} - the best (lowest) of all the proposals of the participants; - S_{predl} - assesses the proposals of the participants; - K - the maximum number of points. Contract price is calculated according to the following formula $C = P + T1 + T2 + T3 + T4 + D$ where: C - the price of the contract P - the value proposition of the provider T1 - charges for customs clearance T2 - customs duties T3 - cost of services of the customs representative T4 - the cost of registration of Declaration of compliance (if required for customs clearance of goods) D - the cost of transportation
Maximum number of points for criterion 3	5
Name of Criterion 4	Possibility of providing a completely new set of seats

Possibility of providing a completely new set of seats	Yes – 5 No – 0
Maximum number of points for criterion 4	5
Maximum number of points	100

An alternative proposal will be evaluated similarly to the main one.

1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ “On Procurement of Goods, Works, Services by Certain Types of Legal Entities” and Regulation on Procurement of Goods, Works, and Services (P 20-33-17 Edition 3).

1.2. Priority provision to goods of Russian origin, works, services performed, provided by Russian persons is applied in accordance with the Regulation of the Government of the Russian Federation No. 925 dated 16.09.2016.

1.3. The procurement documentation is an invitation addressed to public at large to give proposals under the procurement procedure.

The procedure for the public request of quotations (hereinafter the request for quotations), public request for proposals (hereinafter the request for proposals) is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the request for quotations, request for proposals does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

1.4. The Customer may refuse from holding the request for quotations, request for proposals without being liable to the procurement bidders, including compensation for any expenses related to issuance and submission of the request for quotations, request for proposals. If it is taken a decision to refuse holding the request for quotations, request for proposals the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold a request for quotations, request for quotations in the unified information system.

1.5. The Customer shall not be under obligations or be liable if the bidders; procurement parties fail to familiarize themselves with a notice on refusal to hold a request for quotations, request for proposals.

1.6. At any time before the deadline for submission of request for participation in the request for quotations, request for proposals the Customer may, on its own initiative or as a response to an inquiry of any bidder, amend a notice on holding a request for quotations, request for proposals, and procurement documentation.

1.7. The Customer may, at any time after a decision is taken that it is necessary to amend a notice on holding a request for quotations, request for quotations, documentation on the procurement, such amendments are posted in the unified information system.

1.8. If amendments to a notice or documentation on procurement are made later than two working days in holding a request for quotations/one working day in holding a request for proposals, a term for submission of requests for participating in request for quotations, request for proposals shall be extended so that from the day of posting such amendments in the unified information system to a notice or documentation on procurements to the end date for submission of requests for participating in a request for quotations, request for proposals, such term shall be at least three working days.

2. Procedure for Submission of Requests

2.1. To participate in the request for quotations, request for proposals the bidder shall prepare a request for participation in the request for quotations, request for proposals executed in full compliance with the requirements of the procurement documentation. The bidder may submit only one request with respect of each subject-matter of the request for quotations, request for proposals (lot).

2.2. In pursuance of procurement documentation all documents shall be submitted to the electronic trading facility as scan-copies of signed documents.

2.3. The bidder may amend or withdraw a submitted Request for participation in the Request for Quotations, Request for Proposals not later than the deadline for submission of Requests for participation in the Request of Quotations, Request for Proposals. Amendment or addition to the Request is permitted by submission of a new Request only, then the original Request shall be withdrawn by the bidder.

3. Procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder may submit an inquiry to the Customer for clarification of the points of the documentation on the procurement in writing or as an electronic document.

3.2. The bidder is entitled to forward an inquiry for clarifications on the points of the procurement documentation to the postal address of the Customer, e-mail stated in the procurement notice or post in the electronic trading facility.

3.3. The Customer posts the copy of such clarifications (with no reference to the name or address of the bidder from which such inquiry for clarifications has been received) in the unified information system.

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

5. Pricing Procedure for the Agreement Price (Lot Price)

5.1. The Agreement Price (Lot Price) shall be formed subject to expenses for carriage, insurance, payment of customs duties, taxes and other mandatory payments unless otherwise is provided in the Terms of Reference (Appendix 3).

6. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs.

6.1. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian

Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs are set forth in the Terms of Reference (Appendix 3).

7. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features.

7.1. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features are set forth in the Terms of Reference (Appendix 3).

8. Requirements for the procurement bidders and list of documents to be submitted by the procurement bidders to confirm their conformity with the established requirements

8.1. There are set the following mandatory requirements for a legal capacity of the procurement bidder

8.1.1. The conformity of the procurement bidder with the requirements set in accordance with the laws of the Russian Federation for persons making deliveries of goods, performance of works, provision of services which are the subject-matter of the procurement.

8.1.2. Availability of the relevant licenses, certificates, approvals and other permits of governmental authorities of the Russian Federation and/or other countries (if applicable) to undertake by them or persons contracted by them, of activity which is necessary to meet obligations undertaken by them in accordance with this documentation and an agreement expected for conclusion in accordance with this documentation.

8.1.3. No liquidation proceeding with respect to the corporate procurement bidder and a lack of an arbitration award on the adjudication of the corporate bidder, individual entrepreneur a bankrupt or initiating bankruptcy proceedings.

8.1.4. No suspension of the procurement bidder's business in accordance with the procedures contemplated by the Russian Federation Administrative Offence Code as of the day of submission of the request for participation in the procurement.

8.1.5. A lack of the indebtedness with the procurement bidder on taxes, dues and other mandatory payments accrued to the budgets of the budgetary system of the Russian Federation (except for those amounts where it is granted a delay, payment by instalments, investment tax credit in accordance with the laws of the Russian Federation on taxes and charges which are rescheduled in accordance with the laws of the Russian Federation where there is a court decision which has entered into legal force, on recognition of the obligation of the claimant to pay such amounts discharged or which have been adjudicated bad debts for recovery in accordance with the laws of the Russian Federation on taxes and charges) for a calendar year elapsed.

The procurement bidder shall be deemed complying with the established requirement provided that it appeals the existence of the said arrears, indebtedness and a decision on such appeal is pending as at the day of examining such request for identifying a supplier (contractor, provider) is not taken.

8.1.6. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers

contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".

8.1.7. The procurement bidder shall not have a conflict of interests with the customer's employees.

8.2. If the procurement is undertaken among the subject of small and medium businesses only, the procurement bidder shall conform with the qualifying criteria for the subjects of small and medium businesses established by Article 4 of the Federal Act "On Development of Small and Medium Businesses in the Russian Federation" and shall declare in the request for participation its classification as the subject of small and medium businesses by submission in the form of an electronic document, of details from the unified register of the subjects of small and medium businesses which contain the details about the procurement bidder, or declaration of conformity of the procurement bidder with the qualifying criteria for inclusion in the subjects of small and medium businesses in the form of the Appendix to the Regulation on specifics of participation of the subjects of small and medium businesses in the procurement of goods, works, and services approved by the Regulation of the Government of the Russian Federation dated 11 December 2014 No. 1352 if there is no information about the procurement bidder which is a newly registered individual entrepreneur or newly established legal entity.

8.3. The list of all documents evidencing the conformity of the procurement bidder with the established requirements is given in the Questionnaire Form of the bidder (Appendix 2).

8.4. Additional requirements for the procurement bidders related to the requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service as well as the procedure for confirming the conformity of the procurement bidders with the said requirements may be provided for by the Terms of Reference (Appendix 3).

9. Requirements for the Contents, Form, Execution and Setup of the Request for Participation in the Procurement

9.1. The bidder's Request shall include the following documents:

9.1.1. The Request for participation in the procedure executed on the official letterhead of the procurement procedure bidder (Appendix 1).

9.1.2. The bidder's Questionnaire Form executed on the official letterhead of the procurement procedure bidder (Appendix 2).

9.2. All documents and information submitted by the bidders shall be issued in Russian or English. If any information or documents are submitted in other language, they shall be accompanied by translation into Russian or English.

9.3. All prices shall be stated in the currency of the initial (maximum) price of the agreement (lot price). If the price in the bidder's request is set in the currency which is different from the initial (maximum) agreement price (lot price), the Customer may recalculate the price into the required currency at the rate as of the end date for taking the requests for assessment and comparison of requests.

9.4. The Request validity period for participation in the procurement shall be at least 90 days from the end date for submission of requests for participation in the procurement.

9.5. A request shall be provided for each lot separately.

9.6. A request shall include one main request with the price, dates and other terms of delivery of goods/performance of works/provision of services provided that submission of alternative proposals is not contemplated by procurement documentation.

9.7. The Bidders shall pay independently all expenses related to submission of the request, including but not limited to expenses for examination of this documentation and issuance of proposals.

10. Procedure for Examination, Assessment and Comparison for Requests to Participate in Procurement

10.1. Requests for participation in procurement shall subject to two-stage check:

Stage one – is a pre-qualification stage of examining such requests for the conformity with the requirements of procurement documents in part of execution of such requests;

Stage two – is an assessment stage of requests passed the pre-qualification stage.

10.2. The pre-qualification stage of examining of requests for the conformity with requirements of procurement documentation shall be carried out based on the following indicators and assessment procedure:

10.2.1. Conformity with the requirements for procurement bidders: checking the bidders for the conformity with the requirements based on documents received in accordance with clause 8, including but not limited for its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.

10.2.2. The completeness of the documents submitted: check for the conformity of the documents submitted in the request with the required list (Appendix 1 and 2) as well as the accuracy of information and documents submitted.

10.2.3. Conformity of the request for participation with the requirements of procurement documents: check for the contents of the request, including the contents of the price proposal, other information in accordance with the requirements of procurement documentation.

10.3. If in the course of the pre-qualification stage the competition commissions establishes the fact that the request fails to conform by one or more indicators referred to in clause 9, such request shall be waived and shall be subject to no further examination.

The request of the procurement bidder may also be waive in the following instances:

- a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;
- b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;
- c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;
- d) a failure to provide clarifications on the request for participation in the request for quotations upon request of the Competition Commission;
- e) existing information on the procurement bidder in the register of mala fide suppliers;
- f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);
- g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;
- h) existing other adverse information identified by the results of the check.

10.4. If only one request for participation in the request for quotations, request for proposals is received by the completion date for submission of requests for participation in the request for quotations, request for proposals established by procurement documentation, such request for quotations, request for proposals shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, a request for quotations shall be deemed failed with respect to those lots only with respect of which the only request has been submitted.

10.6. If the only request for participation in the request for quotations, request for proposals is received by the customer by the completion date for submission of requests set by procurement documentation, despite the request for quotations, request for proposals is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the request for quotations, request for proposals being

examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation on holding such request for quotations, request for proposals, the Customer is entitled to enter into an agreement with such bidder.

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the request for quotations, request for proposals. The Customer may enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The request for quotations, request for proposals shall be deemed failed in such case.

10.8. The request which have passed the pre-qualification stage shall be assessed by criteria stated in the Assessment and Comparison Criteria of the Requests table. The proposal prices of all bidders excluding VAT shall be used as a single basis for comparing price proposals.

10.9. If in the course of assessing the requests for participation in the request for quotations, request for proposals the Competition Commission is necessary to extend or reduce the dates of pre-qualification and/or assessment stage stated as the dates for examining proposals of the procurement bidders and summarizing the procurement results, in the notice on holding a request for quotations, request for proposals the customer shall, within one working day after a decision is made by the competition commission on extension or reduction of the dates for the pre-qualification and/or assessment stage, post a notice on the extension or reduction of the relevant term in the unified information system.

10.10. The Winner in the request for quotations, request for proposals.

10.10.1. It shall be recognized the Winner in the request for quotations that procurement bidder which conforms to the requirements set by procurement documentation, which has failed a request that meets all the requirements set by procurement documentation and where it is stated the lowest price for goods, works, and services.

10.10.2. It shall be recognized the Winner in the request for proposals that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the request for proposals is assigned number one. The assignment of the sequence number to each request for participation in the request for proposals as the advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the request for proposals which has gained the highest final point. The final point of each request for participation in the request for proposals shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the request for proposals include equal combination of terms for the performance of an agreement, a lesser sequence number shall be assigned to the request for participation in the request for proposals which has been received earlier than other requests for participation in the request for proposals which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the Competition Commission not later than in ten (10) days from the day of the meeting of the competition commission.

10.12. The Record shall be posted in the unified information system not later than in three (3) days from its signature.

10.13. The term for signature of the agreement with the bidder whose proposal is recognized the best – not later than seven calendar days from the date of the receipt of such agreement from the Customer.

10.14. Should the winner in the request for quotations be evading the conclusion of the agreement, the Competition Commission may take a decision to sign the agreement with the bidder which offered the same price in its request as the winner, or whose proposal of the agreement price contains better terms after those proposed by the winner. The agreement with such bidder shall be signed on the terms of the draft agreement attached to the procurement documentation at the price offered by such bidder in the quotation request. Such bidder is not entitled to waive the conclusion of the agreement.

Should the bidder which offered the same price in the quotation request as the winner, waive the conclusion of the agreement, or which proposed the terms next to the ones proposed by the winner, the request for quotations shall be recognized failed.

10.15. Should the winner in the request for proposals be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the bidder whose request was assigned number two by the results of assessment and comparison of requests (proposals), on the terms of the performance of the agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of the competition commission. The bidder in the request for proposals is not entitled to waive the conclusion of the agreement.

10.16. Should the bidder in the request for quotations, request for proposals be evading the conclusion of the agreement, the competition commission may take another decision which is different from the one referred to in clauses 10.14 and 10.15, including on recommendation of the procurement from the single supplier.

10.17. The Customer may without giving a reason take a decision to waive the conclusion of the agreement without compensation to the winner or other bidder of expenses incurred by it related to the participation in the procedure for request for quotations, request for proposals.

10.18. Should the customer waive the conclusion of the agreement with the winner in the request for quotations and the bidder which proposed the same price in the quotation request as the winner, or whose proposal of the agreement price contains better terms next to the ones proposed by the winner as well as if the customer waives the conclusion of the agreement with the winner in the request for proposals and the bidder whose request was assigned number two, the customer shall post its notice on recognition of the request for quotations, request for proposals failed, in the unified information system.

10.19. In holding the request for proposals the Customer may, after completion of the assessment and comparison of proposals, grant an option to the bidders to raise the preference of their requests by reducing the price initially stated in the request (to announce re-bidding). A notice to the bidders about the commencement of re-bidding shall be made by posting a notice on the electronic trading facility. The Customer may announce a secret or public re-bidding. Re-bidding shall be deemed secret unless otherwise is contemplated in the notice of the Customer. To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

11. Consequences of Recognizing the Request for Quotations, Request for Proposals Failed

11.1. Should the request for quotations, request for proposals be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the request for quotations, request for proposals or recognized the only

bidder in the request for quotations, request for proposals, the Customer may hold the repeated request for quotations, request for proposals or apply another method of procurement.

12. Closing Provisions

The Customer shall be governed by the Procurement Regulation in all other matters not contemplated by this documentation.

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Request for Participation¹ In the Procurement Procedure:
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
предлагает заключить договор на
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.
Quote:
Contract Price _____;
Terms of Delivery, calendar days _____;
Place of work; _____;
Possibility of providing a completely new set of seats <u>Yes or No</u> ;
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.

¹ To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

<p>4. In the event of our winning in the request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>		
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>		
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>		
<p>9. Принимаем на себя обязательство не изменять и (или) не отзывать заявку на участие в закупке после истечения срока окончания подачи заявок на участие в запросе котировок, запросе предложений.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"⁵.</p>		
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p>		
<p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p>		
<p>11.2. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p>		
According to the list on	pages	
Principal		
(signature)		(state initials, last name)
<i>SEAL</i>		
Date of issuance		
(DD)		(MM)
(YYYY)		

⁵ The clause is subject to inclusion as a part of the request from the procurement bidder only who is an individual.

BIDDER QUESTIONNAIRE FORM² Procurement Procedure	
<i>(state the name of procedure)</i>	
Procedure No. _____ <i>(state the procedure number)</i>	Lot No. _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
1. Legal details	
Country _____ of _____	registration _____
Registered address _____	Street address _____
Phone _____	Fax _____
E-mail _____	
2. Banking details	
INN / KPP of entity _____	
OGRN (Primary State Registration Number) _____	
Transaction Account No. _____	
Bank Name _____	
Correspondent account BIC _____	
3. Registration data	
Date, place and registration authority _____	_____
Founders _____	
Primary Business _____	

² To be executed on the official letterhead of the bidder in the procurement procedure as a separate document.

Included in the small and medium businesses³

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4. Appendices to the Bidder Questionnaire Form:

Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for quotations, request for proposals in the unified information system (for foreign companies – statement from the Trade Register).	
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.	
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	

5. Contact person

(state last name, first name, patronymic, telephone, fax, e-mail)

This is to confirm by the bidder the accuracy of all data stated in the

³ If the bidder is included in the subjects of small or medium businesses, it shall be attached to the request a document containing details from the unified register of subjects of small and medium businesses, or declaration of conformity in the form approved by regulation of the RF Government dated 11 December 2014 No. 1352

Questionnaire Form.

Principal

(title of the Principal)

(signature)

(state initials, last name)

SEAL

Date of Issuance

(DD)

(MM)

(YYYY)

Terms of Reference

1. Subject-matter of procurement

1.1 Exchange or repair of the sets of seats.

2. Nomenclature, description of products, option to replace, equivalent

Table No.1

Seats supplied by the Customer

	Seats	CMM	Configuration	Class	Quantity of triple blocks of seats	Condition
1	Recaro 3510A	CMM 25-25-87	189 PAX	Economy	63	Unserviceable
2	Weber 5500	CMM 25-24-82	189 PAX	Economy	63	Unserviceable
3	Weber 5500	CMM 25-24-59	189 PAX	Economy	63	Unserviceable

Table No.2

Required seats

	Seats	Quantity of triple blocks of seats	Configuration	Class	Condition	Date of manufacture
1	Recaro 3510A	63	189 PAX	Economy	Fresh Overhauled or New	10 years and less

3. Quantity/scope of required goods, works, services

Option 1: Exchange three used sets of economy class 189 PAX seats (2 sets of Weber 5500 and 1 set of Recaro 3510A) with a surcharge for a new set of Recaro 3510 seats or a set of Recaro 3510 seats that have undergone a full repair

Option 2: Exchange of two used sets of economy class seats 189 PAX (Weber 5500) with a surcharge for the repair of a set of economy class seats consisting of 63 triple blocks of seats (Recaro 3510A).

4. Method of payment

4.1 Payment method is wire transfer, bank transfer.

4.2 Payment terms and procedure:

The Customer shall pay no more than 20% of the cost within 30 days from the date of contract and invoice issuance by the Contractor. Final settlement is made by the Customer within at least 30 days from the date of fulfillment of obligations undertaken by the Contractor according to the concluded contract.

4.3 In case of delay in the fulfillment by the Supplier (Contractor) of obligations stipulated in this Terms of Reference, as well as in other cases of non-fulfillment or improper fulfillment by

the Supplier (Contractor) of obligations, the Customer sends to the Supplier (Contractor) the request for payment of penalties (fines), after which the Supplier (Contractor) is obliged to pay all penalties (fines). Penalty is charged for each day of delay in the performance by the Supplier (Contractor) of the obligations provided for by the contract starting from the day following the expiration of the contractual deadline for obligations performance. At the same time, the penalty amount is set at 0.5% per day of the contract amount.

5. Delivery place of goods, performance of works and provision of services

Place of delivery will be agreed upon at the end of the tender.

6. Dates or schedule of shipment/delivery of goods, work performance and service provision

Delivery date: not later than 60 days after the contract conclusion.

7. Option 1. Requirements for safety, quality, technical characteristics, functional characteristics

7.1 All components installed on the seats shall be original (OEM) in accordance with the Component Maintenance Manual (CMM). It is allowed to install non-original components only after agreement with the Customer and with availability of all supporting documentation

7.2 All goods shall be in compliance with ETSO/TSO-C127a.

7.3 Delivery of goods shall be supported by the following documents:

- Manual or Annex to the Component Maintenance Manual for seats (CMM);
- All goods shall be accompanied by a certificate of EASA Form 1 and FAA 8130-3 or FAA 8130-3 Dual release.
- Packing list with information on the content of the shipment;
- Modification package of documents for installation of seats on the Boeing 737-800 aircraft according to EASA Minor Change, or EASA Major Change (STC) + FAA (STC), if applicable;
- Commercial and Transportation invoices for customs clearance purposes should contain (where applicable): description of goods, unit cost and total cost, reference to the contract, terms of delivery and payment, route and carrier data;
- Seat interface loads analysis;
- Seat weight report;
- At the request of the Customer the Contractor shall provide other technical and regulatory documents that may be required during seats installation.

7.4 Application documentation the SMM 25-24-82.

8. Option 2. Requirements for safety, quality, technical characteristics, functional characteristics

8.1 Option 2, the essence of which is the exchange of two used sets of seats of economy class 189 PAX (Weber 5500) with a surcharge for the repair of a set of economy class seats consisting of 63 triple blocks of seats (Recaro 3510A). All three sets of seats are supplied by the customer. Additional payment is made by the Customer.

8.2 Overhaul of passenger seats should include, but not limited to, the following:

- Replacement/repair of defective components of the seats load-carrying elements;
- Replacement/installation of defective/missing metal components of seats including armrests;
- Replacement of all plastic and rubber seat components;
- Full replacement of pockets for life jackets taking into account the types of passenger life jackets used in "Rossiya airlines" JSC;
- Checking of seat back reclining mechanism of each seat and replacing the defective elements of the mechanism;
- Replacement of all safety harnesses in accordance with the concept of "Rossiya airlines" JSC. The manufacturer and color are approved by agreement with the Customer's representatives;
- Complete replacement of covers and cushions on the seat backs and seats only on the original parts as stated in CMM 25-25-87;
- Replacement of the entire tape (Velcro).

In addition, upon completion of overhaul, an adjustment of the armrests on each seat, seatback reclining level, of folding tables in the horizontal and vertical planes, and the final cleaning and inspection shall be performed.

Change of drawing and serial numbers (P/N, S/N) of seat blocks by the Contractor is allowed in agreement with the Customer.

8.3 Documentation for alternative proposal (repair of Recaro 3510A seat set) should include the following documents:

- Certification documents from the manufacturer and supplier (EASA Form1, FAA FORM 8130-3 or FAA 8130-3 Dual release), full report on successful combustion tests (for all used materials and their combinations);
- Packing list with indication of correct drawing and serial numbers;
- Invoice containing the name of goods, price per unit and total cost, contract number, terms of delivery and payment under the contract;
- Manual or Annex to Component Maintenance Manual for seats (CMM);
- Modification package of documents for installation of seats on Boeing 737-800 aircraft according to EASA Minor Change, or EASA Major Change (STC) + FAA (STC), if applicable;
- Seat interface loads analysis;
- Seat weight report;
- At the request of the Customer, the Contractor shall provide other technical and regulatory documents that may be required during the installation of seats.

9. If necessary procurement participants may download required technical documentation (LOPA, CMM) from file sharing service:

<https://files.rossiya-airlines.com/index.php/s/TwNf7whRhDWcRXj>
password: Rossiya2017

10. Subcontract

The Supplier (Contractor) has the right to conclude a subcontract agreement upon approval of the Customer.

11. GOST application

State standards of the Russian Federation are not applicable due to the fact that the certification and the supplied equipment must meet the requirements of the FAA/EASA.

12. Cost assessment requirements

The initial price includes additional payment from the Customer paid to compensate the price of the required seats set. The cost of the goods should include the development of a modification package of documents for installation of seats on Boeing 737-800 aircraft in accordance with the requirements of EASA Part 21 subpart J (DOA).

The Customer, upon agreement with the Contractor, during execution of this contract, may change the contract cost not more than by 20% (scope of work, services), when the need for services that are the subject of this contract is changed, as well as when identifying the need for additional work, services not provided for by the contract but related to works, services provided by the contract. The cost of this contract in this case varies proportionally.

13. Requirements for acceptance of goods, work, services

Information on the day of shipment shall be sent by the Contractor via e-mail no later than 2 weeks before the goods readiness: logistics-VKO@rossiya-airlines.com, ld-vko@rossiya-airlines.com, D.Pogorelov@rossiya-airlines.com, A.Y.Rodionov@rossiya-airlines.com, I.Kulnev@rossiya-airlines.com, I.Bugaenko@rossiya-airlines.com

All documentation shall be available five days prior to shipment.

14. Requirements for the term and scope of warranty for quality of goods, work, services

The warranty for all goods shall be at least 2 years from the date of acceptance by the Customer.

15. Other required information

15.1. Delivery terms for the main offer:

15.1.1. Seats supplied by the Customer

Transportation by forces and at the expense of the Customer

	Seats	Delivery terms
1	Recaro 3510A	EXW – stock in Europe
2	Weber 5500	EXW – stock in Europe
3	Weber 5500	EXW – stock in Europe

15.1.2 Required seats

Transportation by forces and at the expense of the Customer

	Seats	Delivery terms
1	Recaro 3510A	EXW – place of shipment

15.2. Delivery terms for alternative offer:

15.2.1. Seats supplied by the Customer

Transportation by forces and at the expense of the Customer

	Seats	Delivery terms
1	Recaro 3510A	EXW – stock in Europe
2	Weber 5500	EXW – stock in Europe

3	Weber 5500	EXW – stock in Europe
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15.2.2 Required seats

Transportation by forces and at the expense of the Customer

	Seats	Delivery terms
1	Recaro 3510A	EXW – place of shipment
2	Recaro 3510A (from repair)	EXW – place of shipment

Draft Agreement

<p>with headquarters at: hereinafter named as the Contractor; and the „Rossiya Airlines“ JSC, with headquarters at: Russian Federation, Saint-Petersburg, 196210, Pilotov street, h. 18, b. 4, hereinafter named as the Customer; together hereinafter named as the Parties, and as singular the Party: have concluded the Contract _____ upon the following:</p>			<p>с основным местоположением в, здесь в дальнейшем называемое Исполнитель; и АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь в дальнейшем называемое Заказчик; вместе здесь в дальнейшем называемые Стороны, а отдельно Сторона, заключили настоящий договор _____ о следующем ниже:</p>		
<p>1. The Subject of the Contract</p> <p>1.1 is Exchange or repair of the sets of seats:</p>			<p>1. Предмет договора</p> <p>1.1 Обмен или ремонт комплектов кресел:</p>		
Seats supplied by the Customer			Кресла, поставляемые Заказчиком		
Seats / Кресла	CMM	Configuration / Компоновка	Class / Класс	Quantity of triple blocks of seats / Количество тройных блоков	Condition / Состояние
Recaro 3510A	CMM 25-25-87	189 PAX	Economy /Эконом	63	Unserviceable
Weber 5500	CMM 25-24-82	189 PAX	Economy /Эконом	63	Unserviceable
Weber 5500	CMM 25-24-59	189 PAX	Economy /Эконом	63	Unserviceable
Required seats			Требуемые кресла		
Seats / Кресла	CMM	Configuration / Компоновка	Class / Класс	Condition / Состояние	Date of manufacture / Дата изготовления
Recaro 3510A	63	189 PAX	Economy /Эконом	Fresh Overhauled или New	Не старше 10 лет / 10 years and less

1.2 Total amount hereof reflecting planned scope will not exceed TBD.

2. Delivery

2.1 Deliveries hereunder shall be carried out as given in the Annex A hereto (Incoterms 2010), without prejudice to the warranty obligations on the Contractor set forth herein in the chapter 4: and may be carried out in both directions with other conditions and to and from other places by written consent of the Parties. Delivery date: not later than 60 days after the contract conclusion. Place of delivery will be agreed upon at the end of the tender.

3. Payment

3.1 The currency hereof is **TBD**.

3.2 The Parties' bank details are:

The Customer's:

The Contractor's:

3.3 The Customer shall pay no more than 20% of the cost within 30 days from the date of contract and invoice issuance by the Contractor. Final settlement is made by the Customer within at least 30 days from the date of fulfillment of obligations undertaken by the Contractor according to the concluded contract.

3.4 In case of delay in the fulfillment by the Supplier (Contractor) of obligations stipulated in this Terms of Reference, as well as in other cases of non-fulfillment or improper fulfillment by the Supplier (Contractor) of obligations, the Customer sends to the Supplier (Contractor) the request for payment of penalties (fines), after which the Supplier (Contractor) is obliged to pay all penalties (fines). Penalty is charged for each day of delay in the performance by the Supplier (Contractor) of the obligations provided for by the contract

1.2 Общая стоимость, отражающая планируемый объем настоящего договора, не превысит _____.

2. Доставка

2.1 Доставки по настоящему договору будут проводиться по Приложению А (Incoterms 2010) без ущерба для гарантийных обязательств Исполнителя, указанных здесь главе 4; и могут проводиться в оба направления в иные назначения и по иным условиям по письменному согласию Сторон. Дата поставки: не позднее 60 дней с момента заключения договора. Место поставки товара будет оговорено дополнительно по окончании тендера.

3. Оплата

3.1 Валюта настоящего договора –.

3.2 Банковские реквизиты Сторон:

Заказчика:

Исполнителя:

3.3 Оплата заказчиком не более 20% стоимости производится в течение 30 дней с момента заключения договора и выставления исполнителем счёта. Окончательный расчет Заказчик производит в течение не менее 30 дней с момента выполнения обязательств, взятых на себя исполнителем, в рамках заключенного договора.

3.4 В случае просрочки исполнения Исполнителем обязательств, предусмотренных в данном техническом задании, а также в иных случаях неисполнения или ненадлежащего исполнения Исполнителем обязательств, заказчик направляет Исполнителю требование об уплате неустоек (пеней), после чего Исполнитель обязан оплатить все неустойки (пеню). Пеня начисляется за каждый день просрочки Исполнителем обязательств, предусмотренного контрактом, начиная со дня, следующего после дня

starting from the day following the expiration of the contractual deadline for obligations performance. At the same time, the penalty amount is set at 0.5% per day of the contract amount

4. Warranty

4.1 The Contractor guarantees that the Equipment delivered or Services rendered to the Customer 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 Customer.

4.2 Unless otherwise duly agreed by the Parties in writing, the term of the warranty of the 4.1 hereof lasts for 12 month since the acceptance of the Equipment or Services by the Customer, hereinafter the “**Warranty term**”.

4.3 If the Customer discovers a breach of the warranty of the 4.1 hereof, and the Contractor accepts it pursuant to the 4.4 hereof; the Contractor shall rectify such breach by either replacing or repairing of a defected item of Equipment free of charge to the Customer, or rendering badly rendered Services anew free of charge to the Customer; 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. The warranty liability of the Contractor hereunder is limited to that repair or replacement [the choice between which being subject to the Customer’s resolution] of the defected item of the Equipment, along with costs of it delivery, related insurance, if applicable, and MHRs spent for removal of the defected item of

истечения установленного контрактом срока исполнения обязательства. При этом размер пени устанавливается в размере 0,5% в день от суммы контракта

4. Гарантия

4.1 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.

4.2 Если иное должным образом письменно не согласовано Сторонами, срок указанной здесь в 4.1 гарантии длится 12 месяцев со дня принятия Оборудования Заказчиком или оказания ему Услуг, здесь далее «**Гарантийный срок**».

4.3 Если Заказчик обнаружит предположительное нарушение

the Equipment and re-installation of the item free from the defect as provided by the Contractor i.a.w. hereof; or newly rendered Service, which has been rendered not in compliance with 4.1 hereof.

4.4 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 Customer informs the Contractor of such breach, through the day, when the Contractor rectifies this breach.

5. Force majeure

5.1 Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence (whether in act or omission of the respective Party), including but not limited to, war (declared and not) , terrorism, insurrections or riots, fires, floods, earthquakes, natural disasters, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, government requisition, restrictions, strikes or labour troubles causing cessation, slowdown or interruption of work, IT systems failures. 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

указанной здесь в 4.1 гарантии; Исполнитель признает его в соответствии с 4.4 настоящего договора; Исполнитель устранит это нарушение гарантии, заменив или отремонтировав, безвозмездно для Заказчика, единицу Оборудования, имеющую недостаток; или снова окажет, безвозмездно для Заказчика, неудачно оказанную Услугу – с тем, чтобы новая/отремонтированная единица Оборудования, или снова оказанная Услуга были свободны от недостатков в материале, исполнении или возможности использоваться по назначению. Гарантийная ответственность Исполнителя по настоящему договору ограничена заменой/ремонтom [выбор между которыми зависит от решения Заказчика] единицы Оборудования, имеющей недостаток, также затратами по его перевозке, сопутствующему страхованию, если применимо, и человеко-часами, затраченными на снятие единицы Оборудования, имеющей недостаток, и повторной установкой единицы Оборудования, свободной от недостатка, предоставленной Исполнителем в соответствии с настоящим договором; или повторным оказанием Услуги, оказанной не в соответствии с 4.1 настоящего договора.

4.4 Срок указанной Гарантийного срока по настоящему договору, в случае доказанного её нарушения, будет продлён на время, прошедшее от дня, когда Заказчик уведомил Исполнителя о предположительном нарушении, до дня, когда Исполнитель устранил это нарушение.

5. Обстоятельства непреодолимой силы

5.1 Ни одна из сторон не несет ответственности за задержку в исполнении или неисполнение

written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein.

6. Jurisdiction & Governing law

6.1 In case of any dispute concerning this contract the Parties will try finding the solution in negotiations in good faith. If such negotiations do not have the success within 60 calendar days, the Parties shall refer to arbitration court of the International Chamber of Commerce in London, the UK. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.

6.2 Provisions of this Contract shall be construed with respective laws of the country of the residence of the Customer.

7. Validity

7.1 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;

7.2 and remains valid through 31.XII.2020.

7.3. The Parties may at any time terminate this Contract by a 30 days prior written notice. Any termination hereof shall not

обязательств, если задержка или неисполнении 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, сбои 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.

6. Подсудность и Управляющее законодательство

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 арбитражному суду Палата международной торговли в Лондоне, Великобритания. Такое разбирательство будет вестись на английском языке. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.

6.2 Положения этого договора

relieve Parties from any obligation, which they are to fulfill hereunder. 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.

7.4 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.

Signatures:

For :

Who:

Position:

When:

истолковываются по соответствующим законам страны местонахождения Заказчика.

7. Действие

7.1 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. Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон;

7.2 и останется в силе до 31 декабря 2020.

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.

Подписи:

**От имени АО «Авиакомпания
«Россия»**

	<p>Кто: Должность: Когда:</p>
--	--

3.5 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.

3.6 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.

4. Technical requirements

4.1 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.

4.2 Unless otherwise duly agreed by the Parties in writing, the term of the warranty of the 4.1 hereof lasts for 24 months since the acceptance of the Equipment or Services by the Buyer, hereinafter the “**Warranty term**”.

4.3 If the Buyer discovers a breach of the warranty of the 4.1 hereof, and the Seller accepts it pursuant to the 4.4 hereof; the Seller shall rectify such breach by either replacing or repairing of a defected item of Equipment free of charge to the Buyer, or rendering badly rendered Services anew free of charge to the 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. The warranty liability of the Seller hereunder is

3.5 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.

3.6 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.

4. Технические требования

4.1 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.

4.2 Если иное должным образом письменно не согласовано Сторонами, срок указанной здесь в 4.1 гарантии длится 24 месяца со дня принятия Оборудования Заказчиком или оказания ему Услуг, здесь далее «**Гарантийный срок**».

4.3 Если Заказчик обнаружит предположительное нарушение указанной здесь в 4.1 гарантии; Исполнитель признает его в соответствии с 4.4 настоящего договора; Исполнитель устранит это нарушение гарантии, заменив или отремонтировав, безвозмездно для Заказчика, единицу Оборудования, имеющую недостаток; или снова окажет, безвозмездно для Заказчика, неудачно оказанную Услугу – с тем, чтобы новая/отремонтированная

limited to that repair or replacement [the choice between which being subject to the Buyer's resolution] of the defected item of the Equipment, along with costs of it delivery, related insurance, if applicable, and MHRs spent for removal of the defected item of the Equipment and re-installation of the item free from the defect as provided by the Seller i.a.w. hereof; or newly rendered Service, which has been rendered not in compliance with 4.1 hereof.

4.4 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, through the day, when the Seller rectifies this breach.

4.5 All components installed on the seats shall be original (OEM) in accordance with the Component Maintenance Manual (CMM). It is allowed to install non-original components only after agreement with the Customer and with availability of all supporting documentation. All goods shall be in compliance with ETSO/TSO-C127a. Delivery of goods shall be supported by the following documents:

- Manual or Annex to the Component Maintenance Manual for seats (CMM);
- All goods shall be accompanied by a certificate of EASA Form 1 and FAA 8130-3 or FAA 8130-3 Dual release.
- Packing list with information on the content of the shipment;
- Modification package of documents for installation of seats on the Boeing 737-800 aircraft according to EASA Minor Change,

единица Оборудования, или снова оказанная Услуга были свободны от недостатков в материале, исполнении или возможности использоваться по назначению. Гарантийная ответственность Исполнителя по настоящему договору ограничена заменой/ремонтom [выбор между которыми зависит от решения Заказчика] единицы Оборудования, имеющей недостаток, также затратами по его перевозке, сопутствующему страхованию, если применимо, и человеко-часами, затраченными на снятие единицы Оборудования, имеющей недостаток, и повторной установкой единицы Оборудования, свободной от недостатка, предоставленной Исполнителем в соответствии с настоящим договором; или повторным оказанием Услуги, оказанной не в соответствии с 4.1 настоящего договора.

4.4 Срок указанной Гарантийного срока по настоящему договору, в случае доказанного её нарушения, будет продлён на время, прошедшее от дня, когда Заказчик уведомил Исполнителя о предположительном нарушении, до дня, когда Исполнитель устранил это нарушение.

4.5 Все компоненты, установленные на креслах, должны быть оригинальными (OEM) в соответствии с руководством по обслуживанию кресел (CMM). Допускается установка не оригинальных компонентов, только по согласованию с заказчиком и при наличии всей сопроводительной документации. Весь товар должен соответствовать ETSO/TSO-C127a. Поставка товара должна сопровождаться следующими документами:

- Руководство или дополнение к руководству по обслуживанию

or EASA Major Change (STC) + FAA (STC), if applicable;

- Commercial and Transportation invoices for customs clearance purposes should contain (where applicable): description of goods, unit cost and total cost, reference to the contract, terms of delivery and payment, route and carrier data;
- Seat interface loads analysis;
- Seat weight report;
- At the request of the Customer the Contractor shall provide other technical and regulatory documents that may be required during seats installation.

4.6 Overhaul of passenger seats should include, but not limited to, the following:

- Replacement/repair of defective components of the seats load-carrying elements;
- Replacement/installation of defective/missing metal components of seats including armrests;
- Replacement of all plastic and rubber seat components;
- Full replacement of pockets for life jackets taking into account the types of passenger life jackets used in Customer;
- Checking of seat back reclining mechanism of each seat and replacing the defective elements of the mechanism;
- Replacement of all safety harnesses in accordance with the concept of Customer. The manufacturer and color are approved by agreement with the Customer's representatives;
- Complete replacement of covers and cushions on the seat backs and seats only on the original parts as stated in CMM 25-25-87;
- Replacement of the entire tape (Velcro).

In addition, upon completion of overhaul, an adjustment of the armrests on each seat, seatback reclining level, of folding tables in the horizontal and vertical planes, and the final cleaning and

кресел (CMM);

- Весь товар должен сопровождаться сертификатом EASA Form 1 и FAA 8130-3 или FAA 8130-3 Dual release.
- Упаковочный лист с информацией о содержимом отправки;
 - Модификационный пакет документов для установки кресел на ВС Boeing 737-800 согласно EASA Minor Change, либо EASA Major Change (STC) + FAA (STC), если применимо;
 - Коммерческий и Транспортный счета для целей таможенного оформления, должны содержать (где применимо): описание товара, стоимость за единицу продукции и общую стоимость, ссылку на договор, условия поставки и оплаты, маршрут следования и данные перевозчика;
- Seat interface loads analysis;
- Seat weight report;
- По запросу заказчика исполнитель обязан предоставить иные технические и нормативные документы, которые могут потребоваться в процессе установки сидений.

4.6 Капитальный ремонт пассажирских кресел должен включать в себя, но не ограничиваться следующими работами:

- Замена/ремонт неисправных компонентов силовой части кресел;
- Замена/установка дефектных/отсутствующих металлических компонентов кресел, в том числе на подлокотниках;
- Замена всех пластиковых и резиновых компонентов кресел;
- Полная замена карманов для спасательных жилетов, с учетом используемых у Заказчика, типов пассажирских спасательных жилетов;
- Проверка механизма отклонения спинки каждого кресла, и замена дефектных элементов механизма;
- Замена всех привязных ремней безопасности в соответствии с

inspection shall be performed.
Change of drawing and serial numbers (P/N, S/N) of seat blocks by the Contractor is allowed in agreement with the Customer.

4.7 An alternative proposal shall be considered acceptable if the subject is the exchange of two used seat sets for economy class 189 PAX (Weber 5500) with an additional payment for repair of economy class seat set consisting of 63 triple seat blocks (Recaro 3510A). All three seat sets are delivered by the Customer. Additional payment is made by the Customer. Documentation for alternative proposal (repair of Recaro 3510A seat set) should include the following documents:

- Certification documents from the manufacturer and supplier (EASA Form1, FAA FORM 8130-3 or FAA 8130-3 Dual release), full report on successful combustion tests (for all used materials and their combinations);
- Packing list with indication of correct drawing and serial numbers;
- Invoice containing the name of goods, price per unit and total cost, contract number, terms of delivery and payment under the contract;
- Manual or Annex to Component Maintenance Manual for seats (CMM);
- Modification package of documents for installation of seats on Boeing 737-800 aircraft according to EASA Minor Change, or EASA Major Change (STC) + FAA (STC), if applicable;

концепцией Заказчика. Производитель и цвет утверждаются по согласованию с представителями заказчика;

- Полная замена чехлов и подушек на спинках и сиденьях кресел только на оригинальные части, как указано в СММ 25-25-87;
- Замена всей ленты (Velcro).

Кроме того, в завершении капитального ремонта, на каждом кресле должна быть выполнена регулировка высоты подлокотников, замер и регулировка уровня отклонения спинки, регулировка откидных столиков в горизонтальной и вертикальной плоскостях, а также финальные чистка и инспекция.

Изменение исполнителем чертёжных и серийных номеров (P/N, S/N) блоков кресел допускается по согласованию с Заказчиком.

4.7 Допускается альтернативное предложение, суть которого заключается в обмене двух подержанных комплектов кресел класса эконом 189 PAX (Weber 5500) с доплатой на ремонт комплекта кресел класса эконом состоящих из 63 тройных блоков кресел (Recaro 3510A). Все три комплекта кресел поставляются заказчиком. Доплата производится со стороны Заказчика. Документация для альтернативного предложения (ремонт комплекта кресел Recaro 3510A) должна включать в себя следующие документы:

- Сертификационные документы от производителя и поставщика (EASA Form1, FAA FORM 8130-3 или FAA 8130-3 Dual release), полный отчет об успешно выполненных тестах на горение (для всех используемых материалов и их комбинаций);
- Упаковочный лист (Packing list) с указанием верных чертёжных и серийных номеров;

- Seat interface loads analysis;
- Seat weight report;
- At the request of the Customer, the Contractor shall provide other technical and regulatory documents that may be required during the installation of seat.

5. Force majeure

5.1 Neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events, circumstances or causes beyond its reasonable control and not occasioned by its fault or negligence (whether in act or omission of the respective Party), including but not limited to, war (declared and not) , terrorism, insurrections or riots, fires, floods, earthquakes, natural disasters, epidemics or quarantine restrictions, any act of government or any agency or subdivision thereof, government requisition, restrictions, strikes or labour troubles causing cessation, slowdown or interruption of work, IT systems failures. 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.

- Инвойс, содержащий наименование товара, цена за единицу продукции и полная стоимость, номер договора, условия поставки и оплаты согласно договору;
- Руководство или дополнение к руководству по эксплуатации кресел (CMM);
- Модификационный пакет документов для установки кресел на ВС Boeing 737-800 согласно EASA Minor Change либо EASA Major Change (STC) + FAA (STC), если применимо;
- Seat interface loads analysis;
- Seat weight report;
- По запросу Заказчика Исполнитель обязан предоставить иные технические и нормативные документы, которые могут потребоваться в процессе установки сидений

5. Обстоятельства непреодолимой силы

5.1 Ни одна из сторон не несет ответственности за задержку в исполнении или неисполнение обязательств, если задержка или неисполнении 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

6. Jurisdiction & Governing law

6.1 In case of any dispute concerning this contract the Parties will try finding the solution in negotiations in good faith. If such negotiations do not have the success within 60 calendar days, the Parties shall refer to arbitration court of the International Chamber of Commerce in London, the UK. Such arbitration shall be held in English.

6.2 Provisions of this Contract shall be construed with respective laws of the country of the residence of the Contractor.

7. Validity

7.1 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;

7.2 and remains valid through 31.XII.2020.

7.3. The Parties may at any time terminate this Contract by a 30 days prior written notice. Any termination hereof shall not relieve Parties from any obligation, which they are to fulfill hereunder. 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.

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.

6. Подсудность и Управляющее законодательство

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 арбитражному суду Палата международной торговли в Лондоне, Великобритания. Такое разбирательство будет вестись на английском языке.

6.2 Положения этого договора истолковываются по соответствующим законам страны местонахождения Исполнителя.

7. Действие

7.1 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. Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон;

7.2 и останется в силе до 31 декабря 2020.

7.3. Стороны вправе в любое время расторгнуть настоящий договор путём письменного уведомления за 30

	Кресла	Условия поставки
1	Recaro 3510A	EXW – место отгрузки

Условия поставки для альтернативного предложения:

Кресла поставляемые заказчиком

Транспортировка силами и за счет исполнителя

	Кресла	Условия поставки
1	Recaro 3510A (в ремонт)	EXW – склад в Европе
2	Weber 5500	EXW – склад в Европе
3	Weber 5500	EXW – склад в Европе

Требуемые кресла

Транспортировка силами и за счет заказчика

	Кресла	Условия поставки
1	Recaro 3510A	EXW – место отгрузки
2	Recaro 3510A (из ремонта)	EXW – место отгрузки

Delivery terms for the main offer:

Seats supplied by the Customer

Transportation by forces and at the expense of the Customer

	Seats	Delivery terms
1	Recaro 3510A	EXW – stock in Europe
2	Weber 5500	EXW – stock in Europe
3	Weber 5500	EXW – stock in Europe

Required seats

Transportation by forces and at the expense of the Customer

	Seats	Delivery terms
1	Recaro 3510A	EXW – place of shipment

Delivery terms for alternative offer:

Seats supplied by the Customer

Transportation by forces and at the expense of the Customer

	Seats	Delivery terms
1	Recaro 3510A	EXW – stock in Europe
2	Weber 5500	EXW – stock in Europe
3	Weber 5500	EXW – stock in Europe

Required seats

Transportation by forces and at the expense of the Customer

	Seats	Delivery terms
1	Recaro 3510A	EXW – place of shipment
2	Recaro 3510A (from repair)	EXW – place of shipment

Signatures:

Подписи:

For :

От имени АО «Авиакомпания «Россия»

Who:

Кто:

Position:

Должность:

When:

Когда:

ИНФОРМАЦИЯ О КОНТРАГЕНТЕ

№ п/п	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)					№ п/п	Информация о цепочке собственников контрагента, включая бенефициаров (в том числе конечных)						
	ИНН	ОГРН	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Орган и номер документа, удостоверяющего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенные условия		ИНН	ОГРН	Наименование/ ФИО	Адрес регистрации	Серия и номер документа, удостоверяющего личность (или физического лица)	Руководитель/ участник/ акционер/ бенефициар/ данные об Подрядчикном органе	Информация о подтверждающих документах (наименование, реквизиты и т.д.)
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
1												1							
												1.1.							
												1.2.							
												2							

Примечание: 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня); 1.1.2, 1.2.1 и т.д. – собственники организаций 1.1, 1.2 (собственники второго уровня) и далее – по аналогичной схеме до конечного бенефициарного собственника.

_____ (ФИО) /дата/
М.П.

Appendix 1 to the Contract _____
Sample

INFORMATION ABOUT CONTRACTUAL COUNTERPARTY

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

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

_____ (full name) /date/
Stamp

СПЕЦИФИКАЦИЯ/SPECIFICATION (ОБРАЗЕЦ/SAMPLE)

Настоящее **Спецификация 1** вступает в силу с момента подписания обеими Сторонами и составляет неотъемлемую часть договора № _____ от _____. This **Specification 1** becomes valid, being signed by both Parties and constitutes an integral part of the Contract № _____ from _____.

Наименование Description	Цена за ед. Price for unit	Общая стоимость Total price
-----------------------------	-------------------------------	-----------------------------------

Условия оплаты (если применимо)/Payment terms (if applicable):

Счета выставляются в _____ с переводом по курсу _____ (если применимо)/ Invoices shall be issued in _____ in accordance with exchange rate _____ (if applicable)

Условия доставки/Terms of delivery:

Срок исполнения/ Period of execution:

Подписи сторон:

От имени АО «Авиакомпания «Россия»:

От имени TBD:

Имя: _____

Имя: _____

Должность: _____

Должность: _____

Подпись: _____

Подпись: _____

Дата: _____

Дата: _____

Signatures of the Parties

For and on behalf of JSC Rossiya airlines

For and on behalf of TBD:

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ЗАКАЗ/ ORDER

Appendix 3 to the Contract _____
Приложение 3 к Договору _____
Образец/Sample