

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

Approval date

01	11	2017
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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	02	11	2017	18:00MSK
Date and time for the request receiving completion	04	12	2017	10:00MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	15	12	2017	
Commencement date for providing clarifications on procurement documentation	02	11	2017	
Completion date for providing clarifications on procurement documents	29	11	2017	
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not 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	Implementation of periodic maintenance and paint work on Boeing 737-800 VQ-BJX MSN 32735 aircraft during the phase of returning the aircraft to the lessor.			
Number of lots	1			

Lot № 1

Name of the Subject-Matter of the Agreement (lot)		Implementation of periodic maintenance and paint work on Boeing 737-800 VQ-BJX MSN 32735 aircraft during the phase of returning the aircraft to the lessor.			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
2 935 000,00	USD	1	Set	33.16.	33.16.10.000
Place of Delivery/Performance of Works/Provision of Services (address)			At the location of the Supplier		
Term and Payment Procedure for Goods (Work. Service)			Payment Method is non-cash, bank transfer. 20% of the fixed price is paid on or before the work start date. 80% of the fixed price shall be paid within 30 days after completion of the work and receipt of the final invoice.		
Request Security (amount)			not envisaged		
Right of the Procurement Bidder to submit a draft of counter-agreement			anticipated		

Assessment and Comparing Criteria of Quotes

Lot №1		
Criterion	The procedure for calculating the points for the criterion	Maximum number of points
The period of performance by including with the involvement of subcontractors/subcontractors	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$, where: - S_{base} - the best (lowest) of all the proposals of the participants; - S_{prop} - assesses the proposal of a participant; - K - the maximum number of points assigned to this criteria in accordance with the cell to the right.	5
Fixed price for performance of works	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$, where: - S_{base} - the best (lowest) of all the proposals of the participants; - S_{prop} - assesses the proposal of a participant; - K - the maximum number of points assigned to this criteria in accordance with the cell to the right.	40
The cost of the overhaul of the	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$, where: - S_{base} - the best (lowest) of all the proposals of the participants; - S_{prop} - assesses the proposal of a participant; - K - the maximum number of points assigned to this criteria in	

passenger seats (189 un.)	accordance with the cell to the right.	5
Man-hour rate for additional works	To calculate the number of points using the formula: Sbase / Sprop x K, where: - Sbase - the best (lowest) of all the proposals of the participants; - Sprop - assesses the proposal of a participant; - K - the maximum number of points assigned to this criteria in accordance with the cell to the right.	30
Cost of the flight from VKO, Moscow to a location of works performance	To calculate the number of points using the formula: Sbase / Sprop x K, where: - Sbase - the best (lowest) of all the proposals of the participants; - Sprop - assesses the proposal of a participant; - K - the maximum number of points assigned to this criteria in accordance with the cell to the right.	5
The use or non-use of subcontractors/subcontractors for the restoration of the interior	Repairs on their own on the MRO or in the city of maintenance – 15 points	15
	The use of subcontractors within the state of conduct or of a common customs zone with the location of performance of works – 10 points	
	In other cases – 0 points	
		100

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 proposals (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 proposals 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. Financial and economic performance figures of the procurement bidder shall evidence its solvency and financial stability.

8.1.7. 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".

8.1.8. 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 proposals 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 proposals 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 proposals 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 proposals 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 proposals 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 proposals 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>	
offers to enter into a contract for	
<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:	
The period of performance by including with the involvement of subcontractors/subcontractors	
Fixed price for performance of works	
The cost of the overhaul of the passenger seats (189 un.)	
Man-hour rate for additional works	
Place of work execution	
The use or non-use of subcontractors/subcontractors for the restoration of the interior	
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,	

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

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.	
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.	
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.	
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.	
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.	
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.	
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.	
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 .	
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: 11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2; 11.2. Copies of documents evidencing the right of the procurement bidder for delivery of goods where it is not a manufacturer and giving official warranties of the manufacturer of goods (in delivery of goods); 11.3. 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.	
According to the list on	pages
Principal	
(signature) (state initials, last name)	

SEAL
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.

Appendix 2
To Procurement Documentation

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 _____	_____
Included in the small and medium businesses ³ _____	_____

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

OKPO _____
OKVED _____

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 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 Questionnaire Form.

Principal

_____ (title of the Principal)

_____ (signature)

_____ (state initials, last name)

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

Date of Issuance *SEAL*

(DD) (MM) (YYYY)

Terms of Reference

1. Scope of procurement.

Implementation of periodic maintenance and paint work on Boeing 737-800 VQ-BJX MSN 32735 aircraft during the phase of returning the aircraft to the lessor.

2. List of items.

Implementation of periodic maintenance and paint work on Boeing 737-800 aircraft.

3. Scope of work.

1 Boeing 737-800 VQ-BJX MSN 32735 aircraft.

3.1 Scope of maintenance work: according to 'Workscope VQ-BJX for 1C Check + 8YR' (Annex 1).

3.2. Scope of exterior aircraft paint work: according to the scheme of the next operator (shall be provided by the lessor).

4. Place of performance of work.

4.1 The place of maintenance work — in Europe or, upon approval of the lessor, a country of Asia, a country of the Middle East, or a country of North Africa.

4.2. The possibility of performance of the aircraft maintenance and paint work at a single base is a priority. The paint work may be subcontracted provided it is agreed upon by the Customer.

5. Timeframe of the work.

5.1 Maintenance period: from March 5, 2018 through May 18, 2018, including performance of the declared scope of maintenance work, preparation for test flight, remedial actions after test flight until the aircraft is transferred to the lessor.

5.2 Timeframe of the work: according to the Supplier's proposal.

5.3. A completed documentation package for maintenance work performed shall be made available to the Customer within seven (7) days upon completion of the maintenance work.

5.4 Time for performing acceptance procedures to return the aircraft to the lessor: between the date of issuance of the certificate of admission of the aircraft to operation after the maintenance and the return date.

5.5 Planned date of aircraft return to the lessor: May 18, 2018.

Specified periods and dates may be changed upon agreement of the Parties.

6. Requirements for safety and for technical characteristics.

6.1 The Supplier shall be certified according to EASA Part-145 and BDA/AMO and have the relevant approved scope of activity for the right to perform periodic and operational maintenance of Boeing 737-800 aircraft at the place of performance of work.

6.2 The Supplier shall be able to repair/replace components such as: galley and water closet modules, laminate of wall and ceiling panels, passenger seats, internal labels and marking, flooring, etc. and to certify the work performed in accordance with FAA and EASA requirements.

In order to perform such work, subsupplier organizations may be involved upon the Customer's prior approval in writing.

6.3 The Supplier shall provide engineering and technical support for the work performed and issue a certificate on the admission of the aircraft to operation under the rules applicable to organizations certified in compliance with EASA Part-145.

6.4 The Supplier shall ensure that all consumables necessary for the maintenance are supplied through the Supplier's logistics system.

6.5 The consumables supplied by the Supplier shall be covered with certificates in accordance with EASA requirements.

6.6 The Supplier shall supply the necessary units, accessories and components at the request of the Customer through the Supplier's logistics system.

6.7 The units, accessories, and components supplied by the Supplier shall be covered with EASA Form One certificates.

6.8 The Supplier shall have an approval to perform the painting of B737-800 aircraft from EASA and/or from the aircraft designer.

6.9 Once the declared scope of maintenance work is performed, the aircraft shall be released without any deferred defects.

6.10 The Supplier shall be able to develop an appropriate set of documents to perform the repairs not described in SRM and to develop this documentation only by agreement with the Customer.

6.11 The removal of the existing paint coating from the aircraft shall be completed within a week from the time the aircraft was transferred for the maintenance.

6.12 In preparing the metal surfaces of the aircraft for painting, the existing paint coating shall be completely removed from them using the chemical paint stripping method. The paint shall be removed by the dry blasting method from composite surfaces. Areas where the cleanup can lead to damage shall be polished.

6.13. As soon as the existing paint coating is removed from the aircraft, the skin of the entire aircraft and the controls shall be inspected for any damage and assessed (bare metal inspection).

6.14 The painting of the aircraft shall be done at the end of the maintenance and after all the planned repairs have been completed and any defects found have been eliminated.

6.15 The painting and marking of the aircraft shall be performed according to the scheme of the next operator (will be provided by the lessor), including the wing, fuselage, fillets and fairings, horizontal and vertical fins, pylons, cowls, control surfaces, landing gear doors, and MLG wheel caps. The painting method shall be a Base Coat-Clear Coat (BC/CC) or another method upon the Customer's approval in writing in accordance with the painting scheme of the next operator.

6.16 After the exterior paint work is complete, the aircraft shall be weighed and the control surface balancing or recalculation shall be performed according to SRM.

6.17 The Supplier shall ensure the supply of the necessary materials, including the manufacture of stencils for painting details of exterior painting and technical inscriptions in English in accordance with the scheme.

6.18 All invoices and inspection and repair reports shall be made available, as well as their results (upon request).

6.19. In the case of poor execution of work (work fulfillment and the violation of procedures, the use of non-certified materials and tools), the contractor removes the comment reworks IT for its own account.

7. Services pricing requirements.

7.1. The fixed price of the maintenance work shall cover:

- 7.1.1 Labor costs for the scheduled maintenance of VQ-BJX aircraft in the amount as per the document: 'Workscope VQ-BJX for 1C Check + 8YR' (Annex 1).
- 7.1.2 The cost of the work to eliminate defects found in the maintenance process in the amount of 50 man-hours for each unplanned work resulting from the completion of each item of the planned maintenance work is per Workscope (51 man-hour = 1 man-hour – paid separately).
- 7.1.3 Cost of consumables to complete all planned maintenance work.
- 7.1.4 The cost of consumables for performing the maintenance is within USD 750 per part number (P/N) for each unplanned work resulting from the completion of each item of the planned maintenance work.
- 7.1.5 The cost of preparation and technical support for boroscope test of engines and APU when turning the aircraft in for the maintenance. The boroscope test shall be carried out by the representatives of lessor.
- 7.1.6 The cost of the removal of the engine ESN 888907, preparation for shipment for repair, including equipment and consumables. The Supplier shall be able to provide a transportation stand at the request of the Customer.
- 7.1.7 The cost of installation of the engine ESN 888907 after repair, including equipment and consumables.
- 7.1.8 The cost of preparation and technical support to carry out boroscope tests of engines and APU after the test flight. The boroscope test shall be carried out by the representatives of lessor.
- 7.1.9 Cost of the aircraft repainting, including:
- all required labor;
 - provision of hangar and platforms;
 - all required paint and other consumables;
 - masks and stencils;
 - external marking;
 - examination of the skin and individual elements of the aircraft structure after removal of the paint coating;
 - weighing of the aircraft;
 - control surface balancing according to SRM;
 - the polishing of unpainted surfaces of the aircraft according to AMM;
 - all logistical, transportation and other related services.
- 7.1.10 Assessment of all damages and repairs of the aircraft after the paint removal – bare metal inspection.
- 7.1.11 Auxiliary work and materials in connection with the repair of the aircraft interior elements by the Supplier's subsupplier, including dismantling/assembling, preparing, packaging, and supplying to and from the repair site, as well as the subsupplier allowance.
- 7.1.12 Provision of the hangar for the entire period of maintenance work and for the remedial actions after the test flight.
- 7.1.13 Provision of the parking apron in the Supplier's territory for the entire period of the acceptance procedures after the date of completion of the maintenance work until the date of return of the aircraft to the Lessor.
- 7.1.14 Full exterior washing and internal cleaning of the aircraft.
- 7.1.15 Towing to/from the hangar for maintenance and painting.
- 7.1.16 Defueling/fueling of the aircraft.
- 7.1.17 Provision of the parking apron in the Supplier's territory for the entire period of the acceptance procedures after the date of completion of the maintenance work until the date of return of the aircraft to the Lessor.
- 7.1.18 Operative maintenance and ground technical support for the acceptance test flight.
- 7.1.19 Provision of equipped office premises (at least two), with Internet access, in the territory of the Supplier for the representatives of the Customer and the Lessor for the period from the

date of the beginning of the maintenance up to the date of the aircraft return to the Lessor. Provision of premises for placement of the technical documentation for the aircraft for the entire period of its operation. Issuance of passes for the access of the representatives of the Customer and the Lessor to the facilities of the Supplier and directly to the hangars; provision of transport and escorts throughout the facilities of the Supplier.

7.1.20 The Supplier shall be entitled to subcontract certain kinds of work as listed above or required for this maintenance, upon the Customer's prior approval in writing.

7.2 The quotation of the Supplier shall specify the price of the overhaul of the passenger seats (option) and the refurbishment of the interior of the aircraft (these costs shall be listed separately in the price of the maintenance work):

7.2.1 The quotation of the Supplier shall separately specify the cost of the overhaul of the passenger seat blocks of Weber Aircraft LLC MODEL 5500 according to CMM 25-24-59 (189Y aircraft configuration – 63 seat blocks). These costs should not be included in the fixed price works. The customer has the right to refuse this option and to conclude the agreement on the repairs, and to perform only the replacement of all blocks of seats. Work to remove the installation of all blocks of seats should be included in the fixed price works.

7.2.1.1 The duration of the overhaul of passenger seats, including removal/installation and logistics, shall not exceed the total duration of the aircraft maintenance work.

7.2.1.2 The scope of seats overhaul work shall include:

- Cleaning of the metal parts of the seat using the high-pressure washer.
- Replacement/repair of defective components of the strength part of the seats.
- Replacement/installation of defective/missing metal components of the seats, including armrests.
- Replacement of all plastic and rubber seat components, including the cost of materials.
- Complete replacement of pockets for life jackets, including material and manufacturing, taking into account the types of passenger life jackets used by "ROSSIYA AIRLINES" JSC.
- Checking the back reclining mechanism of each seat and replacement of the defective elements of the mechanism.
- Replacement of all seat belts according to CMM, including all material. The manufacturer and color are to be approved by the Customer's representatives.
- Complete replacement of cushions (bolsters) in the backs and the bottoms of the seats with the original ones according to CMM, including the work, all materials, and/or manufacture.
- Complete replacement of covers on the backs and bottoms of the seats according to CMM and applicable service bulletins, including the labor cost only. The cost of materials (covers) is not included in the fixed price. The Supplier shall provide two options specifying the individual prices of the materials: the first option is to provide original textile covers according to CMM; the second option is to provide original leather covers according to the applicable service bulletin. The Customer shall select one of the options upon approval of the lessor before the maintenance starts. The certification of installation of the covers and cushions, as part of the seats overhaul, shall be performed by the Supplier if necessary and the cost thereof shall not be included in the fixed price. In addition, at the end of the overhaul, armrest height adjustment, measurement and adjustment of the back recline level, folding table adjustment in horizontal and vertical planes shall be performed for each seat, as well as final cleaning, inspection and certification.
- The Supplier may not change part numbers and serial numbers (P/N, S/N) of the seat blocks.

7.2.1.3 The documentation for the repaired seats shall include:

- certification documents for materials of the manufacturer and the supplier (EASA Form One, FAA 8140-3, CofC);
- EASA Form One certificate for each seat block with the Overhauled status;
- a complete report of the successful burn tests for the materials used and combinations thereof, if necessary;
- a packing list specifying the correct part numbers and serial numbers;
- an invoice specifying the product name, unit price, and full cost.

7.2.1.4 The cost of the materials and components used, as well as additional labor costs shall be presented by the Supplier to the Customer for payment in his final invoice for maintenance.

7.2.2. The quotation of the Supplier shall separately specify the cost of the refurbishment of the interior of the aircraft should be included in the fixed price works:

- replacement of NTF flooring and carpeting in the aircraft passenger cabin;
- refurbishment of luggage shelves with painting (internal, external and mating faces), with the development of relevant certification documents including the cost of all materials;
- refurbishment of wall panels in the aircraft cabin with replacement of the laminate;
- refurbishment of the ceiling panels in the aircraft cabin;
- repair of water closet bowls, with restoration of Teflon coating;
- refurbishment of the panels and surfaces in the crew cabin (bulkhead, walls, ceiling, glare shield).

7.2.3. Refurbishment or replacement of the catering equipment (furnaces, boilers, coffee makers) shall be performed when the interior is refurbished. In a fixed price should be racked, the cost of removal/installation of the equipment. Repair of equipment may be offered as an option. The contractor is entitled to waive this option and not to conclude the contract on the repair, and implement only the replacement of the catering equipment.

7.2.4. The Supplier's quotation shall specify the cost of the overhaul of water closet and galley modules and flight attendant stations according to CMM (these costs shall be included in the fixed price of the maintenance work). The cost of the overhaul of water closet and galley modules and flight attendant stations shall include the cost of the following additional work and materials used:

- replacement of Tedlar laminate on interior and exterior surfaces of wall panels of water closet and galley modules including all materials;
- replacement of labels and sign plates, mirrors in water closet and galley modules with new ones, including all materials;
- replacement of all seat belts in flight attendant stations according to CMM, including all materials;
- complete replacement of covers and cushions in the backs and bottoms of the seats in flight attendant stations with the original ones according to CMM, including all materials and manufacture.
- EASA Form one certificate for each block of water closet and galley modules and flight attendant stations with the Overhauled status.

Specification of installed galley and water closet modules and flight attendant stations:

Description	Manufacturer / Model	P/N	CMM number
Galley 1	Driessen	101769-401	25-33-84
Galley 2	Driessen	101890-1	25-34-17
Galley 4B	Driessen	101891-1	25-34-18
G7 CLOSET		413A3110-57B	
Water Closet A	ZODIAC SEATS UK LTD.	C23102-001-099	25-45-41
Water Closet E	ZODIAC SEATS UK LTD.	C23602-001	25-45-88
Water Closet D	ZODIAC SEATS UK LTD.	C23502-001	25-45-51

Flight attendant stations:

Seat AY, ATTEN. FWD	Goodrich	2110-301EM	25-23-99
Seat AY, ATTEN. AFT L	Goodrich	2110-302EM	25-23-99
Seat AY, ATTEN. AFT R	Goodrich	2110-302EM	25-23-99

7.2.5 The duration of the interior refurbishment work shall not exceed the total duration of the aircraft maintenance work, including the time for logistics and removal/installation.

7.2.6 The Supplier shall be entitled to subcontract certain kinds of work as listed above or required for this maintenance, upon the Customer's prior approval in writing.

8. Requirements for acceptance of work

8.1 Issuance of the CRS for the declared scope of work without deferred defects, preparation for the test flight, remedial actions after test flight and issuance of the final CRS.

8.2. Drawing up all task cards and documents according to EASA standards.

8.3. Upon approval of the Customer, elimination of all visible defects in the interior regardless of AMM limits.

9. Requirements to the period and scope of the work quality warranty

9.1 The warranty period for maintenance work performed shall be at least 24 months / 6,000 flight hours.

9.2 The warranty period for the paint coating shall be at least 12 months.

10. Other required information

10.1 Payment terms and procedure:

10.1.1 Payment terms: non-cash, bank transfer.

10.1.2 Procedure for payment by the Customer:

- 20% of the fixed price is paid on or before the work start date.
- 80% of the fixed price shall be paid within 30 days after completion of the work and receipt of the final invoice.

10.1.3. In the event of failure to perform the work due to the Supplier's fault in the time specified in clause 5.2, the Supplier shall pay the Customer a penalty of 0.5 per cent for each day of delay from the fixed price of the agreement.

10.2 The quotation of the Supplier shall contain:

10.2.1 Timeframe of the Work.

10.2.2 Fixed price of the Work.

10.2.3 Cost of man-hour of additional maintenance work.

10.2.4 In addition to the key parameters specified in paras. 10.2.1-10.2.3 above, the quotation of the Supplier shall stipulate:

- Cost of man-hour of engineering work, non-destructive testing specialists, in-house repair work of accessories, overtime work and work on public holidays.
- Markup for handling materials purchased by the Supplier, no more than 5 per cent of the list price. The maximum markup amount shall be no more than USD 1,000 per order.
- The handling of materials supplied by the Customer shall be free of charge.
- The markup for the work performed by a subsupplier, no more than 5 per cent of the work cost, charged in the subsupplier's invoice. The maximum markup amount shall be no more than USD 3,000 for each subsupplier's invoice.
- The expected cost of the overhaul of the entire set of passenger seats of the aircraft

based on the cost of repairing of one block of seats, the cost of overhaul of water closet and galley units and the flight attendant stations, and the cost of refurbishment of the interior.

10.2.5 A statement and documentation of the ability to overhaul the interior elements at the place of performing the maintenance work (including the approved list of serviceable components at this base of the Supplier).

10.3 The winner of this procurement procedure shall be entitled to propose its own draft Agreement as long as it meets all the mandatory terms and conditions directly specified in these procurement documents. All terms and conditions specified in the Terms of Reference shall be mandatory.

10.4 Attachments

- CMM 25-24-59 – Component maintenance manual for economy class seats Weber 5500
- Draft of livery layout
- EEL VQ-BJX – emergency equipment layout
- MJC 25-24-00 INSP – Maintenance job card for inspection of the passenger seats
- MJC 25-24-01 INSP – Maintenance job card for visual inspection of the passenger seats
- MJC 25-24-02 INSP – Maintenance job card for inspection of the passenger seats
- MJC ST01335LA FT NG – Maintenance job card for flight deck access (reinforced security) door system functional test
- MJC ST02595AT INSP – Maintenance job card for inspection of the cabin flight vu-123 system (CDSS)
- TAS-R2-271 – Y/C fabric seat covers replacement

Draft Agreement

Between TBD with the principal location at TBD hereinafter referred to as the "Supplier", and "ROSSIYA AIRLINES" JSC with the principal location at Ulitsa Pilotov 18/4, St Petersburg, 196210, Russian Federation, hereinafter referred to as the "Customer"; jointly referred to as the "Parties" and separately as the "Party", have entered into this Agreement as follows:

1. Subject Matter of the Agreement

1.1. Performance of routine maintenance and paint work for a/c Boeing 737-800 VQ-BJX MSN 32735 at the stage of return to the Lessor (hereinafter referred to as the "Services") in accordance with the enclosed Specifications, Annexes or Purchase Orders hereto.

2. Performance of the Agreement

2.1. Terms and conditions of performance shall be specified in the specifications and purchase orders enclosed hereto; these may be changed upon the written consent of the Parties.

2.2 The Supplier shall render the Services within the periods of time set forth by the specifications or purchase orders enclosed to this Agreement or within other periods of time agreed upon by the Parties. Any delay not caused by force majeure events as they are defined in clause 5 hereof shall be deemed a material breach of this Agreement and therefore may give rise to the fines under clause 3.6.

3. Payment Terms and Procedure

3.1 Payment terms: non-cash, bank transfer.

The currency hereof -

3.2 Payment Due Date and Procedure:

- 20% of the fixed price shall be paid on or before the work commencement date.

- 80% of the fixed price shall be paid within 30 days after completion of the work and receipt of the final invoice.

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

Invoice for 20% of the Fixed Price shall be sent to the Customer 10 business days prior to the work commencement date.

Invoice for 80% of the Fixed Price shall be sent to the Customer without any undue delay immediately after issuance but not later than 10 business days prior to the payment due date.

If the Supplier fails to provide invoices in time, payment may be rescheduled for such period. In such case the Supplier shall not postpone commencement of Services or release of the Aircraft.

3.3 This procedure shall also be used for other payments of the Parties under this Agreement unless otherwise agreed upon by the Parties in writing.

3.4 Taxes on any prices covered hereby shall be imposed or not imposed pursuant to the current tax law. The Parties shall pay their taxes in their relevant jurisdictions; the Parties shall not be liable for any other taxes.

3.5 The Parties shall pay the bank fees if these are imposed by their banks. For the avoidance of doubt, the Parties shall not pay any bank fee imposed by the other Party's bank.

3.6. Where the Supplier exceeds the supply period set forth in clause 2.2 hereof by more than twenty (20) business days provided that the Customer meets the payment date, the Supplier shall, within ten (10) banking days from the date of receipt of the Customer's notice of such non-compliance:

- return to the Customer the funds paid by the Customer under clause 3.2 of this Agreement.
- pay the Customer interest on the withheld funds at the rate of 0.1% of the amount paid, for each day of such use, from the date of crediting the funds to the Supplier's account until the date of crediting thereof to the Customer's account.

3.7. Upon the Supplier's approval, the Customer may, during the performance hereof, change by 20% maximum the quantity of all the products provided for hereby, of the scope of the work and services provided for in case of any changes in the demand for products, work, services to be supplied, performed and rendered hereunder within the limits specified in the procurement documents as well as in case of determining the demand for additional work and services not provided for herein but related to such work and services provided for herein. The value of the relevant specification or purchase order shall be changed accordingly in this case.

3.8. The value hereof shall not exceed **TBD**

4. Warranty

4.1 The Supplier warrants that the services supplied/rendered to the Customer shall not have defects of material, workmanship or the possibility of intended use. The Supplier shall transfer to the Customer free of charge any warranty received from third parties.

4.2 The period of the warranty specified in this clause 4.1 shall be at least 2 years.

4.3. If the Customer detects an alleged violation of the warranty indicated in this clause 4.1; and the Supplier acknowledges the violation as indicated in this clause 4.5; the Supplier shall remedy the warranty violation by replacing the item of the Product with the defect for the Customer free of charge; or shall render the Customer the service improperly rendered free of charge so that the Service newly rendered be free from defects of material, workmanship or the possibility of intended use. In case of supply of defective equipment, the Supplier shall bear all replacement costs.

4.4 The Supplier's warranty liability hereunder shall be limited to replacement or repair (the selection of which shall be approved by the Customer) of the item of the Product with the defect and to the expenses for its transportation and accompanying insurance; or to rendering the Service anew.

4.5 Within 7 calendar days, the Customer shall advise the Supplier of detecting an alleged violation of the warranty specified in this clause 4.1 by sending the Supplier a written notice of the event indicating the circumstances related thereto: then the Supplier within 14 calendar days shall reasonably conclude whether the event constitutes a breach of the warranty hereunder. If the Supplier fails to respond within 14 calendar days upon receiving the notice of the alleged warranty violation, this violation shall be deemed acknowledged by the Supplier. The Parties may agree upon another period for this decision of the Supplier for certain cases in writing. The Supplier may transfer to the Customer a sample that the Supplier uses in such cases; and in such a case it shall be used. The following dates shall be deemed the effective dates of the Customer's notice informing on an alleged warranty violation and the notice informing on the Supplier's decision on the said violation (as described in clause 4.5 hereof), whichever comes first:

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

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

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

5. Force Majeure

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

Without the said written notice, the force majeure event shall not excuse non-execution of the obligation hereunder. Fire, power outages, failures of information systems, and strikes shall be deemed force majeure only if they are not the result of the Parties' guilty acts or inaction.

6. Validity

6.1 This Agreement shall be the only valid binding agreement of the Parties concerning the scope stipulated herein, and it shall eliminate any other binding conditions arising in connection with the scope stipulated herein.

6.2 The Agreement shall take effect upon signing by the authorized persons of both Parties and remain in effect until December 31, 2021. The Parties may terminate this Agreement at any time by a 60 calendar days' prior notice in writing.

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

6.4 The Parties shall advise one another in writing of any changes of their bank details, principal locations, and other circumstances which they shall consider important. No supplementary agreement hereto shall be required in these cases.

7. Jurisdiction and Governing Law

7.1. In case of any dispute concerning this agreement, the Parties shall seek to resolve it by bona fide negotiations. If such negotiations are unsuccessful within 60 calendar days, the Parties shall submit to an arbitration court in _____. The arbitration proceedings shall be held in the _____ language. The court's judgment concerning the dispute shall be final and binding upon the Parties.

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

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

In the event of any changes in the ownership chain of the Supplier, including its beneficial owners, or in the composition of executive bodies of the Supplier, the latter shall immediately inform the Customer, with documentary evidence enclosed.

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

8. Anti-Corruption Clause

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

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

8.2. Should the Parties have any suspicion that any anti-corruption term of clause 8.1 has been or may be violated, the relevant Party shall advise the other Party thereof in writing. In the

written notice, the Party shall refer to the facts or provide materials reliably confirming or giving reasons to believe that a violation of any provisions of clause 8.1 by the other Party and its employees expressed in the actions which, under the applicable law, qualify as bribery, corrupt business practices as well as actions violating the requirements of the applicable anti-money laundering law and international acts has occurred or may occur. After receipt of the written notice, the notified Party shall confirm that no such breach has occurred or will occur. This confirmation shall be sent within thirty (30) calendar days as of the date of the written notice receipt.

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

9. Registered Addresses of the Parties

Supplier:

BANKING DETAILS (agreement currency – TBD):

Customer:

"ROSSIYA AIRLINES" JSC, Ulitsa Pilotov 18/4, St Petersburg, 196210, Russia

BANKING DETAILS (agreement currency – TBD):

Signatures of the Parties:

Specification

1. Scope of Work

1 Boeing 737-800 VQ-BJX MSN 32735 aircraft.

3.1 Scope of maintenance work: according to 'Workscope VQ-BJX for 1C Check + 8YR' (Annex 1).

3.2. Scope of exterior aircraft paint work: according to the scheme of the next operator (shall be provided by the lessor).

The Supplier shall be entitled to subcontract certain kinds of work as listed above or required for this maintenance, upon the Customer's prior approval in writing.

2. Place of Work and Service Supply

4.1 Place of Maintenance - TBD

5. Work and Service Supply Period

5.1 Maintenance period: From March 5, 2018 through May 19, 2018, including performance of the said scope of work, preparation for test flight, remedial actions after test flight until a/c transfer to the lessor.

5.2 Timeframe of the work: TBD

Specified periods and dates may be changed upon agreement of the Parties.

Signatures of the Parties:

Appendix A

Workscope VQ-BJX for 1C Check + 8YR

Signatures of the Parties:

INFORMATION FORM

No	Name of the counter Part					Contract (Bank requisites, Subject Matter, Total Amount, Validity)					Owners/beneficiaries data (till the owners/beneficiaries of the last level)						
	taxpayer identification number	state registration number	name of the company	CEO name	CEO ID/ passport details	No. of Contract and entering into force	Subject Matter of Contract	Total Amount	Validity	Bank requisites and legal address	taxpayer identification number	state registration number (for organizations)	name of the owner /beneficiary	registration address	ID (passport details) for individuals	CEO/owner/ shareholder/ beneficiary	List of the documents confirming the info. about owners, shareholders and beneficiaries
1																	
2																	
3																	

_____ authorized representatives of _____

Date: « ____ » _____

Exhibit A INFORMATION FORM

“ROSSIYA AIRLINES” Joint Stock Company

General Director

_____Dmitrii Saprykin

Date: _____

Date: _____

