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## Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>			
Date and time for the requests receiving commencement	17	11	2017	MSK
Date and time for the request receiving completion	30	11	2017	MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	08	12	2017	
Commencement date for providing clarifications on procurement documentation	17	11	2017	
Completion date for providing clarifications on procurement documents	27	11	2017	
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Applicable			
Option to engage co-contractors/subcontractors	Not applicable			
Distribution of the total scope of procurement between the procurement parties	Not applicable			
Subject-matter of the procurement	The purchase of spare parts for overhaul of business class passenger seats for aircrafts B747-400			
Number of lots	2			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Controller P/N PS5-50212-02, Seatpan actuator P/N PS5-22530-01			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
26200	USD	4	ea	30.30.	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)			A-Technics Stock, the Vnukovo airport, Terminal D, Moscow, Russia.		
Term and Payment Procedure for Goods (Work. Service)			Payment Method is non-cash, bank transfer. 100% payment of the cost made by the Customer within 30 calendar days from the		

	moment of fulfilment of the obligations assumed by the Contractor under the contract and issue of the invoice by the Contractor.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Not applicable

<b>Lot № 2</b>					
Name of the Subject-Matter of the Agreement (lot)		Rotary actuator P/N PS5-50700-01, Armrest actuator P/N PS5-21530-00			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
20630	USD	4	ea	30.30.	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)		A-Technics Stock, the Vnukovo airport, Terminal D, Moscow, Russia.			
Term and Payment Procedure for Goods (Work. Service)		Payment Method is non-cash, bank transfer. 100% payment of the cost made by the Customer within 30 calendar days from the moment of fulfilment of the obligations assumed by the Contractor under the contract and issue of the invoice by the Contractor.			
Request Security (amount)		Not applicable			
Right of the Procurement Bidder to submit a draft of counter-agreement		Not applicable			

### **Assessment and Comparing Criteria of Quotes**

Assessment and Comparing Criteria of Quotes		
Lot №1,2		
Name of Criterion 1	The total cost for each position in Appendix A to the Terms of Reference, USD	
Points Calculation Procedure for Criterion 1	To calculate the number of points the formula is used: Sbaz / Spredl x K, where: - Sbaz - the best (lowest) of all the proposals of the participants; - Spredl - assesses the proposals of the participants; - K - the maximum number of points.	
Maximum number of points for criterion 1		65
Name of Criterion 2	Technical condition of the part	
Points Calculation Procedure for Criterion 2	Maximum number of points for the parts with technical condition FN/OVH – 35 points  Maximum number of points for the parts with technical condition SV – 23 points  Points for spare parts with the technical condition different from the FN/OVH/SV not assigned	
Maximum number of points for criterion 2		35

When exported from the airport of departure the contract price is calculated according to the following formula:

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

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where:

N – the price of the contract

P - the value proposition of the provider.

T1 - charges for customs clearance.

T2 - customs duties.

T3 - cost of services of the customs representative.

T4 - the cost of registration of Declaration of compliance (if required for customs clearance of goods).

D - the cost of transportation

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

## **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. 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-ΦZ 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 waived 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. With the bidder whose proposal is considered the best, concludes the framework agreement in accordance with the draft agreement (Appendix 4). If between the customer and such bidder had previously signed a framework agreement, mandatory requirements of which corresponds to the draft agreement (Appendix 4), the conclusion of a new agreement is not required. In this case, between the customer and the bidder shall be signed only attached to the draft agreement specification.

The term for signing of the agreement with the bidder whose proposal is considered the best – shall be not later than seven calendar days from the date of receipt of the 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

**Appendix 1**  
**to Procurement Documentation**

<b>Request for Participation<sup>1</sup></b> <b>In the Procurement Procedure:</b>						
<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>						
proposes to conclude the agreement 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:						
<b>Lot</b>	<b>Description</b>	<b>P/n</b>	<b>Quantity</b>	<b>Price (USD)</b>	<b>Technical condition of the part</b>	<b>Delivery time</b>
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.						

<sup>1</sup> 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. We undertake not to amend and/or withdraw our bid for the request for quotations, request for proposals after the deadline for submission of bids for the request for price quotations, request for proposals.</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"<sup>5</sup>.</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. 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);</p> <p>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.</p>		
According to the list on	pages	
<b>Principal</b>		
(signature)		(state initials, last name)
SEAL		
Date of issuance		
(DD)	(MM)	(YYYY)

<sup>5</sup> 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**

<b>BIDDER QUESTIONNAIRE FORM<sup>2</sup></b> <b>Procurement Procedure</b>	
<i>(state the name of procedure)</i>	
<b>Procedure No.</b> _____ <i>(state the procedure number)</i>	<b>Lot No.</b> _____ <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>	
<b>1. Legal details</b> Country _____ of _____ registration _____ Registered address _____ Street address _____ Phone _____ Fax _____ E-mail _____	
<b>2. Banking details</b> INN / KPP of entity _____ OGRN (Primary State Registration Number) _____ Transaction Account _____ No. _____ Bank Name _____ Correspondent account _____ BIC _____	
<b>3. Registration data</b> Date, place and registration authority _____ Founders _____ Primary Business _____ Included in the small and medium businesses <sup>3</sup> _____ OKPO _____	

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

<sup>3</sup> 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

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 quotations 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)

SEAL

Date of Issuance

\_\_\_\_\_ (DD)

\_\_\_\_\_ (MM)

\_\_\_\_\_ (YYYY)

**Appendix 3**  
**To Procurement Documentation**

**Terms of Reference**

**1. Procurement subject**

The purchase of spare parts for overhaul of business class passenger seats for aircrafts B747-400.

**2. Range of goods, product description, replaceability, quantity/volume of required units of goods, work, service**

**Lot #1**

P/N	Description	QTY	Condition
PS5-50212-02	Controller	2	FN/OH/SV
PS5-22530-01	Seatpan actuator	2	FN/OH/SV
Quantity/volume of required ea of goods		4	

**Lot #2**

P/N	Description	QTY	Condition
PS5-50700-01	Rotary actuator	2	FN/OH/SV
PS5-21530-00	Armrest actuator	2	FN/OH/SV
Quantity/volume of required ea of goods		4	

**3. Terms of Payment.**

Payment Method is non-cash, bank transfer.

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

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

4.1 Place of destination: A-Technic Warehouse, Terminal D, Vnukovo airport, Moscow, Russia.

4.2 Delivery conditions FCA LHR/FRA/VNO/CPH/MIA/LAX/JFK (Incoterms 2010). Equipment shall be packed and prepared for transportation, and shall be accomplished with all necessary export documents.



## **5. Timing or schedule of shipment/supply of goods, performance of work and provision of services**

Delivery time of Equipment:

Lot #1 - not exceed 45 days from the date of placement of Purchase Order by the Customer.

Lot #2 - not exceed 90 days from the date of placement of Purchase Order by the Customer.

## **6. Requirements for safety, quality, technical characteristics, functional characteristics**

The equipment shall be in condition FN/OH/SV.

## **7. Requirements for acceptance of goods, works, services**

The Equipment shall have the following documents:

- EASA FORM ONE or FAA 8130 certificate for FN blocks or FAA 8130 dual release for equipment in OVH/SV conditions;
- Packing list including information about shipment contents.
- Commercial and Consignment Invoices for the purpose of customs clearance that shall include the following (when applicable): the goods description, unit price and total cost, reference to the Contract, delivery and payment conditions, route and information about carrier.

Information about the date of shipment of the Equipment must be sent not later than two weeks, unless otherwise agreed by the parties, by e-mail engineers of logistics Department JSC "Airline "Russia".

logistics-VKO@rossiya-airlines.com, [LD-VKO@rossiya-airlines.com](mailto:LD-VKO@rossiya-airlines.com)

## **8. Requirements to the period and scope of the product, work or service quality warranty**

8.1 Guarantee period shall be at least 12 months for blocks in FN/OH condition from the date of acceptance of Equipment by the Customer and 6 months for SV blocks.

8.2 In case of detection during the warranty period of Equipment failure caused by the fault of the Contractor, all costs of replacement are borne by the Contractor.

## **9. Commercial Specification.**

Each participant should provide a price in US dollars for each position (P/N) of Equipment in accordance with Annex A.

**10. GOST of the Russian Federation is not applicable**, due to the fact that the Equipment produced abroad, intended for use on foreign aircraft and registration, and must be operated in accordance with international requirements and standards (EASA, FAA).

***Annex A  
to the Terms of Reference***

**Lot #1**

P/N	Description	QTY	Price for ea, USD	Total price, USD	Condition FN/OH/SV
PS5-50212-02	Controller	2			
PS5-22530-01	Seatpan actuator	2			
Total price					

**Lot #2**

P/N	Description	QTY	Price for ea, USD	Total price, USD	Condition FN/OH/SV
PS5-50700-01	Rotary actuator	2			
PS5-21530-00	Armrest actuator	2			
Total price					

**Appendix 4**  
**To Procurement Documentation**

**Draft Agreement**

Contract № _____	Договор № _____
<p><b>Saint-Petersburg</b> " ____ " _____ 20__</p> <p>TBD with headquarters at TBD, hereinafter referred to as <b>Seller</b>; represented by _____ acting on the basis of _____</p> <p>and</p> <p>Rossiya airlines JSC, with headquarters at: 18/4 Pilotov str., Saint-Petersburg, 196210, the Russian Federation, hereinafter referred to as the <b>Buyer</b> represented by _____ acting on the basis of _____</p> <p>collectively referred to as the Parties and individually as the Party have entered into the present Contract as follows:</p>	<p>г. Санкт-Петербург " ____ " _____ 20__</p> <p>Между TBD с основным местоположением TBD, здесь далее называемое <b>Исполнитель</b>; в лице _____, действующего на основании _____</p> <p>и</p> <p>АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь далее называемое <b>Заказчик</b>; в лице _____, действующего на основании _____</p> <p>вместе называемые Стороны, а отдельно Сторона, заключили настоящий Договор о следующем ниже:</p>
<p><b>1. Subject of the Contract</b></p> <p><b>1.1.</b> is purchase of components, spare part of it, details, materials documentations, equipment and other related items/services listed in Specifications or Orders attached to the Contract (hereinafter referred to as Goods).</p> <p><b>1.2.</b> Buyer can purchase Goods from the Seller by issuing a Purchase Order (PO, SO, WO, EO, LO, RO) with the help of the MRO software solution - AMOS, such Order shall be signed by authorized operative employee of the Buyer and considered like integral part of this Contract.</p>	<p><b>1. Предмет договора</b></p> <p><b>1.1.</b> Составляет поставку компонентов, запасных частей, деталей, материалов, документации, оборудования и иных сопутствующих товаров/услуг (здесь и далее «Товары»), описанных в приложенных Спецификациях или Заказах к настоящему Договору.</p> <p><b>1.2.</b> Заказчик может приобретать Товары у Исполнителя, выпуская Заказ (PO, SO, WO, EO, LO, RO) с помощью программного обеспечения ТОиР - AMOS, такой Заказ подписывается уполномоченным оперативным сотрудником Заказчика и считается неотъемлемой частью настоящего Договора.</p>
<p><b>2. Delivery, Packing and Lead Time.</b></p> <p><b>2.1.</b> Terms, conditions and directions of</p>	<p><b>2. Доставка, упаковка и срок исполнения.</b></p> <p><b>2.1.</b> Условия, сроки и направления</p>

<p>delivery for each specific Goods are indicated in the specifications and orders attached to this Contract; and may be changed with written consent of the Parties.</p> <p>2.2. The Seller shall deliver Goods in terms indicated in the Specifications and Orders attached to this Contract. Any delays in such periods, provided no force majeure as per paragraph 5 herein occurs, shall be deemed to be a material breach hereof and may therefore be subject to penalties indicated in clause 3.6.</p> <p>2.3 The Seller shall FOC for the Buyer pack or arrange for packing the Goods to be delivered hereunder so as to avoid any damage during whole shipment to the Buyer.</p> <p>2.4 If not otherwise agreed by the Parties in writing, title (together with all related risks) on Goods, which is a subject hereof, passes from the Seller to the Buyer in the moment of the acceptance thereof by the Buyer or its nominated carrier.</p> <p>2.5 Goods shall be delivered, unless otherwise duly agreed by the Parties, with the following documentation:</p> <ul style="list-style-type: none"> <li>- EASA FORM ONE or FAA 8130 certificate.</li> <li>- For consumables certified manufacturer and supplier.</li> <li>- Packing List with information about shipment content details.</li> <li>- Commercial Invoice and Shipping Invoice for customs purposes should contain (if applicable): descriptions of the goods, price for each item of the goods and final price, Contract reference, terms of delivery and payment, route and carrier details.</li> </ul>	<p>поставки каждого конкретного Товара указаны в приложенных к настоящему Договору спецификациях и заказах; которые могут быть изменены по письменному согласию Сторон</p> <p>2.2 Исполнитель будет предоставлять Товары в сроки, определённые в приложенных Спецификациях и Заказах к настоящему Договору или в иные согласованные сторонами сроки. Опоздание в этом сроке при отсутствии обстоятельства непреодолимой силы, как определено здесь в главе 5, будет считаться существенным нарушением настоящего договора и поэтому может быть основанием для штрафов, указанных в п. 3.6.</p> <p>2.3 Исполнитель безвозмездно для Заказчика упакует Товары таким образом, чтобы избежать любого повреждения во время всей перевозке до Заказчика.</p> <p>2.4 Если иное письменно не согласовано Сторонами, право собственности (вместе с сопутствующими рисками) на Товары, составляющее предмет настоящего договора, переходит от Исполнителя к Заказчику при его получении последним или им назначенным перевозчиком.</p> <p>2.5 Товары будут поставляться, если иное должным образом не согласовано Сторонами, со следующей документацией:</p> <ul style="list-style-type: none"> <li>- сертификаты соответствия производителя, EASA Form1или FAA FORM 8130-3;</li> <li>- упаковочный лист (Packing list) с указанием необходимой информации о товаре;</li> <li>- Коммерческий и Транспортировочный Счет для целей таможенного оформления, должны содержать (где применимо): описание товара, стоимость за ед. и общ стоимость, ссылку на Договор, условия поставки и оплаты, маршрут следования и данные перевозчика.</li> </ul>
<p><b>3. Terms, conditions and Procedure of Payment.</b></p> <p>3.1. Form of payment is bank transfer. The currency hereof is ____.</p>	<p><b>3. Форма, сроки и порядок оплаты</b></p> <p>3.1.Формой оплаты является безналичный расчет, банковский перевод.</p>

<p>3.2. Terms and order of payment: NET30. Payment within 30 days upon Goods shipment to Buyer. I</p> <p>The invoice for payment should be sent by Seller to <a href="mailto:amd9@rossiya-airlines.com">amd9@rossiya-airlines.com</a> without any undue delay immediately after issuance but not later than 10 business days prior to the payment date (if applicable) If Seller fails to provide invoices in time, payment date shall be rescheduled for such period.</p> <p>3.3 Same procedure shall apply for all payments of the Parties hereunder, if not otherwise agreed by the Parties in writing. In case of changes of the payment terms, such terms must be indicated in the Specifications or Orders attached to this Contract.</p> <p>3.4 Taxes with respect to any prices covered herewith are levied or nor levied i.a.w. current valid tax legislation. Parties shall pay due tax as are levied in their respective jurisdictions and have no liability to pay any other taxes.</p> <p>3.5. Parties shall pay bank fees, if any, charged by their appropriate banks. For avoidance of any doubt Parties shall not pay any bank fees charged by a bank of the other Party.</p> <p>3.6 In case of delay in delivery of Goods the Seller shall pay the Buyer penalty at the rate of 0.1% of cost of delayed Goods for each day of such delay till the date of actual Goods delivery.</p>	<p>Валюта настоящего договора -</p> <p>3.2 Сроки и порядок оплаты: Оплата в течение 30 дней после отгрузки Товара Заказчику.</p> <p>Счета на оплату должны быть направлены Исполнителем на адрес: <a href="mailto:amd9@rossiya-airlines.com">amd9@rossiya-airlines.com</a>. Без каких-либо задержек, немедленно после выпуска счета, но не позднее, чем за 10 рабочих дней, до даты оплаты (если применимо). Если Исполнитель своевременно не предоставил счет, дата платежа должна быть перенесена на такой же период.</p> <p>3.3 Подобный порядок будет применяться для всех платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано. В случае изменений условий оплаты, такие условия должны быть определены в приложенных Спецификациях или Заказах к настоящему Договору.</p> <p>3.4 Налоги на любые цены, охватываемые настоящим договором, взимаются или не взимаются в соответствии с действующим налоговым законодательством. Стороны будут оплачивать, подлежащие выплате, налоги в своих соответствующих юрисдикциях и не несут никаких обязательств по оплате каких-либо иных налогов</p> <p>3.5 Стороны будут оплачивать банковские сборы, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какие-либо банковские сборы, наложенные банком другой Стороны.</p> <p>3.6 В случае превышения, сроков поставки Товаров Исполнитель должен выплатить штраф в размере 0.1% от стоимости задержанных Товаров за каждый день такой просрочки до дня</p>
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<p>In case of exceeding the delivery time by the Seller indicated in Specifications or orders to the Contact for more then 20 (twenty) working days, the Buyer shall be entitled unilaterally to cancel the placed PO and/or terminate the Contract. Subject to the terms of payment by the Buyer, the Seller should within 10 (ten) banking days from the date of receipt of the Buyer's notice of such non-fulfillment:</p> <ul style="list-style-type: none"> <li>- return to the Buyer the funds paid in accordance with clause 3.2. of the Contract (if applicable).</li> <li>- pay the interest on the borrowed funds in the amount of 0.1% of the amount paid for each day of such use, starting from the date the funds are credited to the account of the Seller, and ending with the date they are credited to the account of the Buyer capped at 10% of amount of respective delayed delivery (if applicable).</li> </ul> <p>3.7. Buyer may, subject to consent of the Seller, amend the scope during execution hereof, not higher than 20% of aggregate quantity of goods, scope of works and services set forth herein, in case of a change in demand in goods, works and services as contracted herein IAW the Specifications and Orders; as well as in case of demand in additional scope of works or services not contemplated hereby, but related to such works and services as are contemplated hereby. Amount of respective specification will change accordingly.</p>	<p>фактической поставки Товаров.</p> <p>В случае превышения Исполнителем сроков поставки, обозначенных в Спецификациях или Заказах к настоящему Договору на срок более 20 (двадцати) рабочих дней Заказчик имеет право в одностороннем порядке отменить размещенный Заказ и / или расторгнуть Договор. В соответствии с условиями оплаты Заказчика Исполнитель должен в течение 10 (десяти) банковских дней с даты получения уведомления Покупателя о таком невыполнении:</p> <ul style="list-style-type: none"> <li>- возратить Заказчику перечисленные им в соответствии с п.3.2 настоящего Договора денежные средства (если применимо)</li> <li>- уплатить Заказчику проценты за пользование чужими денежными средствами в размере 0.1% от уплаченной суммы, за каждый день такого пользования, начиная с даты зачисления денежных средств на расчетный счет Исполнителя и заканчивая датой их зачисления на расчетный счет Заказчика, с ограничением в 10% соответствующей задержанной поставки (если применимо)</li> </ul> <p>3.7 Заказчик по согласованию с Исполнителем в ходе исполнения договора вправе изменить не более, чем на 20 % количество всех предусмотренных договором товаров, объем предусмотренных работ, услуг при изменении потребности в товарах, работах, услугах, на поставку, выполнение, оказание которых заключен договор Спецификациях или Заказах договоре, а также при выявлении потребности в дополнительном объеме работ, услуг, не предусмотренных договором, но связанных с такими работами, услугами, предусмотренными договором. Стоимость соответствующей спецификации в этом случае изменяется пропорционально.</p>
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<p>3.8. The Parties agreed that the total amount of this Contract for the entire period of its validity will not exceed ____ rubles (or equivalent in the currency of the Contract). The above amount of the Contract is the maximum and should not be regarded as an obligatory amount for which the Parties undertake to order / render services. The VAT rate is applied in accordance with the current legislation.</p>	<p>3.8. Стороны договорились, что сумма настоящего договора за весь период его действия не превысит ____ рублей (или эквивалент в валюте Договора). Вышеуказанная сумма договора является максимальной и не должна считаться обязательной на которую Стороны обязуются заказать / оказать услуги. Ставка НДС применяется в соответствии с действующим законодательством.</p>
<p><b>4. Warranty</b></p> <p>4.1. The Seller guarantees that the Goods delivered or services rendered to the Buyer shall not have any defects in material, workmanship or suitability for use as intended at the moment of their acceptance by the Buyer.</p> <p>4.2 Period of the warranty specified in it. 4.1 hereof shall be at least 12 months for all Goods, unless otherwise provided in the specifications or orders attached to this contract.</p> <p>4.3. If the Buyer reveals an implicit breach of the warranty as per 4.1 hereof, and the Seller accepts it pursuant to 4.5 hereof the Seller shall remedy this breach of warranty by either replacing or repairing a defective piece of Goods free of charge to the Buyer , or re-render rendered service free of charge to the Buyer so that the new piece of Goods or rendered service is free from any defects in material, workmanship or suitability for use as intended.</p> <p>4.4 Seller's warranty liability under the present Contract shall be limited to repair or replacement (the choice between which shall be subject to the Buyer 's approval) of the defective piece of Goods, along with</p>	<p><b>4.Гарантия</b></p> <p>4.1 Исполнитель гарантирует, что Товары, или услуги, доставленные/ оказанные Заказчику, не будут иметь недостатков в материале, исполнении или возможности использоваться по назначению. Исполнитель будет безвозмездно передавать Заказчику любую гарантию, получаемую от третьих сторон в отношении Оборудования.</p> <p>4.2 Срок указанной здесь в 4.1 гарантии должен составлять не менее 12 месяцев на все поставляемые Товары, если иное не предусмотрено в приложенных к настоящему договору спецификациях или заказах.</p> <p>4.3. Если Заказчик обнаружит предположительное нарушение указанной здесь в 4.1 гарантии; и Исполнитель это нарушение признает, как указано здесь в 4.5; Исполнитель устранил это нарушение гарантии, заменив безвозмездно для Заказчика, единицу Товара, имеющий недостаток; или снова окажет, безвозмездно для Заказчика, оказанную услугу – с тем, чтобы новый Товар, или оказанная Услуга была свободна от недостатков в материале, исполнении или возможности использоваться по назначению.</p> <p>4.4 Гарантийная ответственность Исполнителя по этому договору ограничена заменой или ремонтом (выбор между которыми должен быть согласован с Заказчиком) единицы</p>

<p>expenses for its transportation and allied insurance, or newly rendered service.</p> <p>4.5 Buyer , within 7 calendar days, shall notify Seller about detection of the implicit breach of warranty as per 4.1 hereof by giving the Seller a written Notification about this event including all related circumstances; then the Seller, within 14 calendar days, shall make fair decision on whether this event is a breach of warranty under the present Contract. If Seller fails to reply within 14 calendar days after receipt of such notification about the implicit breach of warranty such breach shall be considered as acknowledged by the Seller. In certain cases Parties may agree in written other time period for this decision making by the Seller. The Seller may give the Buyer a sample piece that he uses himself in such cases; then such sample piece shall be used in similar case. Effective dates of notices in Buyer 's notifications about the implicit breach of warranty and the Seller's decision thereon (as described in 4.5 hereof) shall be the following, whatever occurs earlier:</p> <p>(i) Date of sent and receipt (by duly authorized representative of the other Party) of such notice via e-mail; or</p> <p>(ii) Date of acceptance if they have been sent via a first-class express mail with advice of delivery or equivalent service but in any case with possible advice of delivery.</p> <p>4.6 Period of the warranty as per 4.2 hereof in case of its proven breach shall be extended for the time ensued from the date when the Buyer informs the Seller</p>	<p>Товара, имеющей недостаток, и затратами по его перевозке и сопутствующим страхованием; или повторным оказанием Услуги.</p> <p>4.5 Заказчик в течение 7 календарных дней уведомит Исполнителя об обнаружении предположительного нарушения указанной здесь в 4.1 гарантии, отправив письменное уведомление об этом событии Исполнителю с указанием всех связанных с ним обстоятельств: тогда Исполнитель в течение 14 календарных дней справедливо решит, является ли это событие нарушением гарантии по настоящему договору. Если Исполнитель не ответит в течение 14 календарных дней после получения уведомления о предположительном нарушении гарантии, такое нарушение будет считаться признанным Исполнителем. Стороны могут письменно согласовать для отдельных случаев иной срок для этого решения Исполнителя. Исполнитель может передать Заказчику образец, которым он сам пользуется в таких случаях; и тогда в подобном случае будет использоваться он. Датами вступления в силу сообщений в уведомления Заказчика о предположительном нарушении гарантии и решения Исполнителя о нём (по описанию 4.5 настоящего договора) будут считаться, смотря, что произойдёт первым:</p> <p>(i) день отправки и получения (уполномоченным на то представителем другой Стороны) такого сообщения по электронной почте; или</p> <p>(ii) день принятия, если они были отправлены курьерской почтой первого класса с уведомлением о получении или равносильным средством, но в любом случае с возможностью уведомления о получении.</p> <p>4.6 Срок указанной здесь в 4.2 гарантии, в случае доказанного её нарушения, будет продлён на время, прошедшее от дня, когда Заказчик уведомил</p>
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<p>about such implicit breach till the date when the Seller remedies this breach, inclusive.</p> <p>4.7 The Buyer may procure from the Seller other Goods : and services (: within the warranty obligations specified in the clause 4.4. for the Goods . Deliveries thereof shall contain all needed certificates and documentation as per 2.5.</p>	<p>Исполнителя о предположительном нарушении, до дня, когда Исполнитель устранил это нарушение, включительно.</p> <p>4.7 Заказчик вправе получать Товары и услуги от Исполнителя в рамках гарантийных обязательств, указанных в п. 4.4., в отношении Товаров. Их поставка должна сопровождаться необходимыми сертификатами и технической документацией по п. 2.5 настоящего договора.</p>
<p><b>5. Force Majeure</b></p> <p>Neither party shall be liable for full or partial non-fulfillment of any of their obligations if this non-fulfillment is caused by any circumstances like Acts of God, war (whether declared or not), civil commotion, transport accidents, act of government and embargo on imports and exports occurring after conclusion of the present Contract. If such circumstances directly affect fulfilment of the obligations hereunder, the affected Party shall notify immediately (within 24 hours) the other Party accordingly in writing, and time period for fulfilment of such obligation shall be extended for the period of occurrence of the circumstance.</p> <p>Force-majeure circumstances may be deemed to be justification for non-fulfilment of an obligation hereunder only in case of such written notification. Fires, blackouts, information system malfunctions, and strikes shall be deemed to be force majeure only if they are not caused by faulty actions or omissions of the Parties.</p>	<p><b>5. Обстоятельства непреодолимой силы</b></p> <p>Ни одна из сторон не будет нести ответственности за полное или частичное невыполнение любого из их обязательств в том случае, если это невыполнение обусловлено такими обстоятельствами стихийные бедствия, война (объявленная или нет), общественные беспорядки, аварии на транспорте, решение правительства, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно в течение 24 часов уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство.</p> <p>Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства. Пожары, отключения электричества, неисправности информационных систем и забастовки будут считаться обстоятельствами непреодолимой силы только, если они не вызваны виновными действиями или бездействиями Сторон.</p>
<p><b>6. Validity</b></p> <p>6.1 The present Contract is the only valid binding Contract between the Parties for the subject hereof and supersedes all other conditions binding upon Parties</p>	<p><b>6. Действие</b></p> <p>6.1 Настоящий договор является единственным действительным обязательством Сторон об оговоренном</p>

<p>arising in relation with the subject hereof.</p> <p>6.2 The Contract shall come into force when signed by authorized representatives of both Parties and shall be valid until the 31.03.2019. The Parties may terminate this Contract at any time by a 60-day's prior written notice.</p> <p>6.3 If the Parties have any outstanding obligations under this Contract at the time of its termination, such obligations shall be fulfilled within 30 calendar days or any other time period upon written consent of the Parties.</p> <p>6.4 Parties shall inform each other about any changes in their bank details, headquarters and other circumstances they deem to be important in writing. In such cases no addendums to the present Contract are required.</p>	<p>здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом.</p> <p>6.2 Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и останется в силе до 31.03.2019. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 календарных дней.</p> <p>6.3 Если у Сторон останутся обязательства по настоящему договору на момент его расторжения, такие обязательства должны быть исполнены в течение 30 календарных дней или иного срока по письменному согласию Сторон.</p> <p>6.4 Стороны будут письменно уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными. Дополнений настоящего договора в таких случаях требоваться не будет.</p>
<p><b>7. Jurisdiction and Governing Laws</b></p> <p>7.1 In case of any dispute related to the present Contract the Parties shall make their efforts to find a solution through fair negotiations. If such negotiations fail within 60 calendar days the Parties shall apply to an arbitration court in _____ . Language of arbitration of such dispute shall be _____. Decision of this court regarding such dispute shall be final and binding upon the Parties.</p> <p>7.2 Provisions of the present Contract shall be interpreted according to applicable laws of the Seller's country.</p> <p>7.3 Not later than the date of signing this Contract, the Seller shall provide the Buyer</p>	<p><b>7. Подсудность и Управляющее законодательство</b></p> <p>7.1. В случае любого спора в отношении этого соглашения, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к _____ арбитражному суду в _____. Язык рассмотрения такого спора будет _____. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.</p> <p>7.2. Положения этого договора истолковываются по соответствующим законам страны нахождения Исполнителя.</p> <p>7.3. Не позднее даты подписания настоящего договора Исполнитель</p>

<p>with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Appendix No. 1 to this contract, with the provision of supporting documents.</p> <p>In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Seller, he is obliged to immediately notify the Buyer about this with the attachment of supporting documents.</p>	<p>обязан предоставить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов.</p> <p>В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Исполнителя, он обязан незамедлительно уведомить об этом Заказчика с приложением подтверждающих документов.</p>
<p><b>8. Anti-Corruption Clause</b></p> <p>8.1. While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.</p> <p>While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime.</p> <p>8.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably</p>	<p><b>8.Антикоррупционная оговорка</b></p> <p>8.1. При исполнении своих обязательств по Договору Стороны, их работники не выплачивают, не предлагают выплатить и не разрешают выплату каких-либо денежных средств или ценностей, прямо или косвенно, любым лицам для оказания влияния на действия или решения этих лиц с целью получить какие-либо неправомерные преимущества или иные неправомерные цели.</p> <p>При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.</p> <p>8.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 8.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме. В письменном уведомлении Сторона</p>

confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 8.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

8.3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 8.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти нарушение каких-либо положений пункта 8.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 (тридцати) календарных дней с даты получения письменного уведомления.

8.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 8.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30 (тридцать) календарных дней от даты получения соответствующего требования Стороны, по инициативе

	которой был расторгнут Договор.
<b>9. Legal addresses and bank details of the parties:</b> <b><u>Buyer's</u></b> «Rossiya airlines» JSC, 18/4, Pilotov street, Saint-Petersburg, 196210 Russia  Bank details:  <b><u>Seller's:</u></b>	<b>9. Юридические реквизиты и адреса сторон:</b> <b><u>Заказчика:</u></b> АО «Авиакомпания «Россия», 196210, Россия, Санкт-Петербург ул. Пилотов 18/4  Банковские реквизиты:  <b><u>Исполнителя:</u></b>

### Подписи сторон:

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

Имя: \_\_\_\_\_  
 \_\_\_\_\_  
 Должность: \_\_\_\_\_  
 \_\_\_\_\_  
 Подпись: \_\_\_\_\_  
 \_\_\_\_\_  
 Дата: \_\_\_\_\_  
 \_\_\_\_\_

**От имени TBD:**

Имя: \_\_\_\_\_  
 \_\_\_\_\_  
 Должность: \_\_\_\_\_  
 \_\_\_\_\_  
 Подпись: \_\_\_\_\_  
 \_\_\_\_\_  
 Дата: \_\_\_\_\_  
 \_\_\_\_\_

### Signatures of the Parties

**For and on behalf of JSC Rossiya airlines**

Name: \_\_\_\_\_  
 \_\_\_\_\_  
 Title: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_  
 \_\_\_\_\_

**For and on behalf of TBD:**

Name: \_\_\_\_\_  
 \_\_\_\_\_  
 Title: \_\_\_\_\_  
 \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 \_\_\_\_\_  
 Date: \_\_\_\_\_  
 \_\_\_\_\_

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, min)	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

\_\_\_\_\_  
\_\_\_\_\_  
Stamp

## СПЕЦИФИКАЦИЯ/SPECIFICATION

### ЗАКАЗ / ORDER

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 \_\_\_\_\_.

Описание/ Description	p/n s/n	Кол-во Quantity	Состояние/ Condition	Цена за ед. Price for ea USD	Общая стоимость Total price USD

**Примечание:** поля таблицы заполняются в соответствии с Техническим заданием / **NOTE:** table fields are filled in accordance with Terms of reference

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)

Гарантийный период (если применимо)/ Warranty period (if applicable): не менее 12 месяцев на блоки в состоянии FN/OVH со дня принятия Оборудования Заказчиком и не менее 6 месяцев на Оборудование в состоянии SV/ at least 12 months for blocks in FN/OVH condition from the date of acceptance of Equipment by the Customer and 6 months for SV blocks.

Условия доставки/Terms of delivery:

- FCA LHR/FRA/VNO/CPH/MIA/LAX/JFK (Incoterms 2010)

Информация о дате отгрузки Оборудования должна быть выслана не позднее, чем за две недели, если иное не оговорено сторонами, по электронной почте инженерам отдела логистики ДАТО ОАО «Авиакомпания «Россия». E-mail: logistics-VKO@rossiya-airlines.com, LD-VKO@rossiya-airlines.com.

Information about the date of shipment of the Equipment must be sent not later than two weeks, unless otherwise agreed by the parties, by e-mail engineers of logistics Department JSC "Airline "Russia". logistics-VKO@rossiya-airlines.com, LD-VKO@rossiya-airlines.com

Место назначения/Place of destination:

Склад А-Техникс, аэропорт Внуково, терминал D, Москва, Россия.  
A-Technic Warehouse, Terminal D, Vnukovo airport, Moscow, Russia.

Дата поставки/Delivery date:

Лот №1 - не более 45 дней с момента размещения заказа Заказчиком.  
Лот №2 - не более 90 дней с момента размещения заказа Заказчиком.

Lot #1 - not exceed 45 days from the date of placement of Purchase Order by the Customer.  
Lot #2 - not exceed 90 days from the date of placement of Purchase Order by the Customer.

Заказ издается в форме в соответствии с п. 1.2. настоящего договора  
Order issuing in form iaw clause 1.2. of this Contract

### Подписи сторон

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

Имя:	_____	Имя:	_____
	—		—
Должность	_____	Должность	_____
:	—	:	—
Подпись:	_____	Подпись:	_____
	—		—

### Signatures of the Parties

**For and on behalf of JSC Rossiya airlines**      **For and on behalf of TBD:**

Name:	_____	Name:	_____
Title:	_____	Title:	_____
Signature:	_____	Signature:	_____