

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

Approval date 

22	08	2018
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### Procurement Documentation

Public request for quotations 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	22	08	2018	18:00 MSK
Date and time for the request receiving completion	06	09	2018	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	12	09	2018	
Commencement date for providing clarifications on procurement documentation	22	08	2018	
Completion date for providing clarifications on procurement documents	31	08	2018	
Specifying the features of participation	Not applicable			
Option to submit an alternative offer	Not 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 exchange of heat sink, aircraft brake assembly Boeing 777			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		The exchange of heat sink, aircraft brake assembly Boeing 777			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
14 828 878,00	USD	295	e.a.	30.30.5	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. Payment of 100% cost of supplied heat sink assemblies (hereinafter - Equipment) is made			

	by the Customer for at least 30 calendar days from the date of fulfillment of obligations undertaken by the Executor under concluded contract and issuing the invoice by the Executor or on other terms agreed by the parties.
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Applicable

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

<b>Lot №1</b>	
<b>Name of Criterion 1</b>	<b>Contract Price.</b>
Criteria of evaluation and benchmarking of bids for procurement.	Bids that have passed the qualifying stage are valued by the only criterion - the cost of the Contract

For a comparative assessment of bidders of request for proposals to select a supplier will use the following methodology:

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

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

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. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.2.1. Conformity with the requirements for procurement bidders: checking the bidders for the conformity with the requirements based on documents received in accordance with clause 8, including but not limited to 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. The term for signature of the agreement with the bidder whose proposal is recognized the best – not later than seven calendar days from the date of the receipt of such agreement from the Customer.

10.14. Should the winner in the request for quotations be evading the conclusion of the agreement, the Competition Commission may take a decision to sign the agreement with the bidder which offered the same price in its request as the winner, or whose proposal of the agreement price contains better terms after those proposed by the winner. The agreement with such bidder shall be signed on the terms of the draft



agreement attached to the procurement documentation at the price offered by such bidder in the quotation request. Such bidder is not entitled to waive the conclusion of the agreement.

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

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

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

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

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

10.19. In holding the request for proposals the Customer may, after completion of the assessment and comparison of proposals, grant an option to the bidders to raise the preference of their requests by reducing the price initially stated in the request (to announce re-bidding). A notice to the bidders about the commencement of re-bidding shall be made by posting a notice on the electronic trading facility. The Customer may announce a secret or public re-bidding. Re-bidding shall be deemed secret unless otherwise is contemplated in the notice of the Customer.

To participate in the re-bidding provided that it is announced, the bidders may, in the term set by the customer, submit a new price proposal. Such new price proposals signed by the bidders shall be submitted in the same order as the requests for participation in the procedure for request for proposals. New proposals on other terms for the performance of the agreement (except price) shall not be examined within such re-bidding. The price received in the course of such re-bidding shall be deemed final proposal of the bidder.

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

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

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

## **12. Closing Provisions**

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

### **Appendices:**

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

**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>			
предлагает заключить договор на			
<i>(state the subject-matter of the agreement)</i>			
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.			
Quote:			
FCA airport of shipment _____			
DAP transfer point _____			
<b>Lot</b>	<b>Description</b>	<b>Quantity</b>	<b>Price (USD) excluding VAT.</b>
		295	
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			

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

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"<sup>5</sup>.

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. 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
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**Principal**

(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>	
<b>Procedure No.</b> _____ <i>(state the procedure number)</i>	<i>(state the name of procedure)</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 _____	

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

Included in the small and medium businesses <sup>3</sup>	
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 quotations, request for proposals in the unified information system (for foreign companies – statement from the Trade Register).	
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.	
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	

#### 5. Contact person

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

**This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.**

<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

<b>Principal</b> <i>(title of the Principal)</i>  <div style="text-align: center;">SEAL</div> Date of Issuance	_____ <i>(signature)</i>	_____ <i>(state initials, last name)</i>
	_____ <i>(DD)</i>	_____ <i>(MM)</i>
	_____ <i>(YYYY)</i>	

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

**Terms of Reference**

**1. Procurement subject.**

The exchange of heat sink, aircraft brake assembly Boeing 777

**2. Range of products, product description, possibility of substitution, quantity/number of required units of products, work, services**

№	P/N	Description	Quantity, e.a.
1	GA32519-3R	Heat Sink Assembly	295

**3. Payment terms**

Non-cash, bank transfer.

Payment of 100% cost of exchange of supplied heat sink assemblies (hereinafter - Equipment) is made by the Customer for at least 30 calendar days from the date of fulfillment of obligations undertaken by the Executor under concluded contract and issuing the invoice by the Executor or on other terms agreed by the parties.

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

4.1 Destination: "A-Technics" LLC warehouse, Terminal D, Vnukovo Airport, Moscow, Russia.

4.2 Terms of delivery from the Supplier to the Buyer: FCA airport of shipment (Incoterms 2010) or alternative place by agreement of the parties. The Equipment shall

be packed and prepared for transportation and have all necessary documents for import. Delivery of removed Equipment for maintenance will be performed to the service center specified by the Supplier with shipment on DAP terms or otherwise agreed by the parties place of shipment (Incoterms 2010). Equipment shall be packed and prepared for transportation and have all necessary documents for export.

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

Term of Equipment delivery 2018 – 2027 by agreement of the parties according to the Buyer's need. The preliminary volume:

№	P/N	Description	Year	Quantity, e.a.
1	GA32519-3R	Heat Sink Assembly	2018	5
			2019	50
			2020	20
			2021	40
			2022	20
			2023	40
			2024	20
			2025	40
			2026	20
			2027	40
Total:				295

#### **6. Requirements to acceptance of product, work, and services**

Equipment shall have the following documents:

- EASA FORM ONE or FAA 8130 double release
- Packing list with information on the contents of the shipment.
- Commercial and Transport Invoice for the purposes of customs clearance shall contain (where applicable): description of goods, unit cost and total cost, reference to the Contract, terms of delivery and payment, route and carrier data.

It is necessary to send a notice at least 5 days before the readiness for shipment of the Equipment to the address: logistics-VKO@rossiya-airlines.com, [LD-VKO@rossiya-airlines.com](mailto:LD-VKO@rossiya-airlines.com).

#### **7. Safety and quality requirements, technical characteristics, performance specifications**

7.1 Repair reports shall be available for each supplied unit of Equipment.



7.2 The Equipment shall be serviceable and have all completed appropriate maintenance required by the Manufacturer

7.3 The Equipment shall have data on a documented source of origin in accordance with the requirements of the relevant aviation authorities or the Manufacturer.

7.4 The Equipment shall be new or after repair (OVH, Repair).

7.5 The Equipment shall have remaining life of 100%.

7.6 The warranty shall be at least 12 months for all Equipment

#### **8. Additional requirements.**

The Supplier agrees at its own expense provide training to the Buyer's technical personnel for the maintenance and repair of brakes and ensure access to current publications of service bulletins, service letters and Component Maintenance Manual (CMM).

#### **9. Commercial specification.**

Escalation of Equipment price should not exceed 2% per year.

The procurement participant has the right to propose a counter draft contract with observance of all the obligatory conditions specified in the procurement documentation.

Each participant shall provide a price in US dollars for each item (Part number) of the Equipment in accordance with paragraph 2.

#### **10. Requirements for compliance with RF state standards.**

GOST of the Russian Federation are not applicable due to the fact that the Equipment is manufactured abroad, is intended for use on aircraft of foreign manufacture and registration, and shall be serviced in accordance with foreign requirements and standards (EASA, FAA).

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

#### **Draft Agreement**

CONTRACT No \_\_\_\_\_

This contract is concluded between TBD (hereinafter referred to as the Seller) registered in \_\_\_\_\_, and **Rossiya airlines, JSC** (hereinafter referred to as the Buyer) registered in: Russian Federation, Saint-Petersburg, 196210, Pilotov street, 18/4.

#### **1. Subject of the contract**

Exchange (repair) of heat sink, aircraft brake assembly (hereinafter referred to as the Equipment) on Rossiya Airlines aircraft (hereinafter referred to as the Services), described in Exhibit A to this Contract.

## **2. Terms, conditions and Procedure of Payment**

2.1 Form of payment is bank transfer.

The Parties' bank details are:

The Buyer's

The Seller's

2.2. Terms and order of payment:

Payment of 100% cost of exchange of the supplied heat sink assemblies (hereinafter - Equipment) is made by the Customer for at least 30 calendar days from the date of fulfillment of obligations undertaken by the Executor under concluded contract and issuing the invoice by the Executor or on other terms agreed by the parties.

Exchange is made on the basis of the release of the relevant orders for exchange.

Payment invoice is to be forwarded to the e-mail address: [Amd9@rossiya-airlines.com](mailto:Amd9@rossiya-airlines.com).

2.3 Same procedure shall apply for other payments of the Parties hereunder, if not otherwise agreed by the Parties in writing.

2.4 Taxes with respect to any prices covered herewith are levied or not levied i.a.w. current valid tax legislation. Parties shall pay due tax as are levied in their respective jurisdictions and have no liability to pay any other taxes.

2.5 The Parties will pay bank charges, if any, imposed by their respective banks. In avoidance of doubt no Party shall settle a bank charge of the other Party.

2.6. The quantity of supplied goods and services within the Contract may be amended up to 20 % from originally agreed by the Buyer upon consent of the Seller, should the Buyer have a change of requirements for the goods and services that are part of this Contract, and also for the emerging requirement for additional volume of the goods and services that are not part of the Contract, but are connected with the goods and services within the Contract. The price of this Contract then changes proportionally.

2.7 The Parties agreed that the total amount of services provided under this Contract will not exceed \_\_\_\_\_.

2.8. Escalation of Equipment price should not exceed 2% per year.

## **3. Delivery address, terms and lead time.**

3.1 Destination: "A-Technics" LLC warehouse, Terminal D, Vnukovo Airport, Moscow, Russia (unless otherwise agreed by the Parties).

3.2 Terms of delivery from the Supplier to the Buyer: FCA airport of shipment (Incoterms 2010) or alternative place by agreement of the parties. The Equipment shall be packed and prepared for transportation and have all necessary documents for import. Delivery of removed Equipment for maintenance will be performed to the service center specified by the Supplier with shipment on DAP terms or otherwise agreed by the parties the place of shipment (Incoterms 2010). Equipment shall be packed and prepared for transportation and have all necessary documents for export.

3.3 Term of Equipment delivery 2018 – 2027 by agreement of the parties according to the Buyer's need.

3.4 Equipment shall have the following documents:

- EASA FORM ONE or FAA 8130 double release
- Packing list with information on the contents of the shipment.
- Commercial and Transport Invoice for the purposes of customs clearance shall contain (where applicable): description of goods, unit cost and total cost, reference to the Contract, terms of delivery and payment, route and carrier data.

3.5. It is necessary to send a notice at least 5 days before the readiness for shipment of the Equipment to the address: logistics-VKO@rossiya-airlines.com, LD-VKO@rossiya-airlines.com.

#### **4. Warranty**

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

4.2 The term of the warranty of the 4.1 hereof lasts for 12 month since the acceptance of the Equipment or Services by the Buyer, hereinafter the "Warranty term".

4.3 If the Buyer discovers a breach of the warranty of the 4.1 hereof, and the Seller accepts it pursuant to the 4.5 hereof; the Seller shall rectify such breach by either replacing or repairing of a defected item of Equipment FOC to the Buyer, or rendering badly rendered Services anew FOC to the Buyer; so that the new/repaired item of the Equipment or newly rendered Services shall be free from any defects in material, workmanship or possibility to be used to its purpose.

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

4.5 The Buyer within 7 (seven) days will notify the Seller about finding of the supposed breach mentioned in herein 4.1 warranties by sending a written notice about this to the Seller with all specified circumstances: then the Seller within 14 (fourteen) days will fairly decide whether the event is a violation of the warranty on hereunder. If the Seller does not answer within 14 (fourteen) days on the receiving notice of the supposed breach of the warranty, the violation will be deemed acknowledged by the Seller. The Parties may agree on prolongation of this term for the Seller's decision on a breach in writing. The Seller shall provide the Buyer with a sample which the Seller uses in such cases; and then in such cases it will be used. Effective dates of the Buyer's notifications about breach of the warranty and the date of the Seller's answers to them (both as described in the 4.5 hereof), shall be accepted as, whichever occurs first, either:

(i) the day of sending and acceptance of such notification (by duly authorized representatives of the Parties) when via e-mail; or

(ii) The day of acceptance of such notification by the Seller or answer by the Buyer, if they have been sent via a first-class postal or its equivalent service with function of notification about acceptance.

4.6 The term of the Warranty term hereunder, in case of a proven breach of it, shall be extended to the time ensued from the day, when the Buyer informs the Seller of such breach, inclusively through the day, when the Seller rectifies this breach.

4.7. Would any delay in delivery of the Equipment the Seller pas to pay to Buyer penalty at the rate 0,1% of the value of the short-delivered Goods for each day of delay till the date of Equipment delivery.

4.8 The Supplier agrees at its own expense provide training to the Buyer's technical personnel for the maintenance and repair of brakes and ensure access to current publications of service bulletins, service letters and Component Maintenance Manual (CMM).

## **5. Force majeure**

5.1 Neither party shall bear responsibility, if it fails to fulfill one of obligations hereunder resulting from such circumstances as natural calamities, war (declared or not), civil commotion, transport accidents, export and import prohibition, which have arisen after the conclusion hereof. If any of such circumstances directly affect the fulfillment of obligation prescribed herein, the affected Party shall inform in writing the other about it, and the lead time for that obligation shall be extended correspondingly to the time during which such circumstance lasts.

Without such written notice, a force majeure can be no excuse of a non-fulfillment of an obligation prescribed herein. Fires, blackouts, IT-systems failures and strikes shall be force majeure events unless they are caused by culpable acts or omissions of the Parties.

## **6. Validity**

6.1 This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof. The contract comes into binding force being signed by authorized representatives of both Parties;

6.2 The Contract comes into force on the days signature of duly authorized representatives of both Parties and remains in force through 31 December 2028. The Parties may at any time terminate this Contract by a 60 days prior written notice

6.3 Any obligation not fulfilled at the time of any termination hereof shall be fulfilled within 30 working days following such termination or within other term upon written consent of the Parties.

6.4 The Parties shall inform one the other about any changes in bank details, headquarters and other tidings they deem to be important by means of an official letter. No amendment hereof shall be needed for such cases.

6.5 On the date of execution of this Contract, the Seller shall provide the Buyer with information in the form set out in Appendix 1 in respect to the Seller's owners (beneficiaries), including the ultimate beneficiaries, together with relevant supporting documentation (if any). During the Term, in case of any changes in the chain of the Seller's owners, including ultimate beneficiaries, the Seller shall promptly inform the Buyer of such changes, and provide the Customer with relevant supporting documentation (if any).

## **7. Jurisdiction & Governing law**

In the event of any dispute with respect to this contract, the Parties shall try to find a solution through bona fide negotiations. If such negotiations fail to be successful within 60 calendar days, the Parties will turn to \_\_\_\_\_ in \_\_\_\_\_.  
\_\_\_\_\_.

The provisions of this contract are interpreted in accordance with the law \_\_\_\_\_.

## **8. Anti-corruption clause**

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.

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.

8.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 8.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 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 60 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.

## **9. Signature of the parties**

**For and on behalf of  
"Rossiya Airlines", JSC:**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**For and on behalf of TBD**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## Exhibit A

**Subject:** exchange (repair) of heat sink aircraft brake assembly Boeing 777

№	P/N	Description	Quantity, e.a.
1	GA32519-3R	Heat Sink Assembly	295

### Signature of the parties

**For and on behalf of “Rossiya airlines”,  
JSC:**

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

\_\_\_\_\_

\_\_\_\_\_ (full name) ..... /date/

Stamp



