

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

Approval date

25	10	2017
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Procurement Documentation

Public request for quotations in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	25	10	2017	18:00MSK
Date and time for the request receiving completion	07	11	2017	10:00MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	15	11	2017	
Commencement date for providing clarifications on procurement documentation	25	10	2017	
Completion date for providing clarifications on procurement documents	31	10	2017	
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	Supply of materials for aircraft A319/320			
Number of lots	8			

Lot № 1

Name of the Subject-Matter of the Agreement (lot)		SENSOR-PROXIMITY, p\n 8-372-04			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
12500,00	USD	5	ea	30.30.5	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)		Saint-Petersburg, 18/4 Pilotov street, 196210.			
Term and Payment Procedure for Goods (Work. Service)		Payment of 100% within 30 calendar days from the date of receipt of the equipment by the customer			
Request Security (amount)		not envisaged			
Right of the Procurement Bidder to submit a draft of counter-agreement		anticipated			

Lot № 2

Name of the Subject-Matter of the Agreement (lot)		SOLID STATE RELAY, p\n 12-322-1			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
1440,00	USD	3	ea	30.30.5	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)		Saint-Petersburg, 18/4 Pilotov street, 196210.			
Term and Payment Procedure for Goods (Work. Service)		Payment of 100% within 30 calendar days from the date of receipt of the equipment by the customer			
Request Security (amount)		not envisaged			
Right of the Procurement Bidder to submit a draft of counter-agreement		anticipated			

Lot № 3

Name of the Subject-Matter of the Agreement (lot)		SHAFT, p\n 150500-05			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
1600,00	USD	8	ea	30.30.5	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)		Saint-Petersburg, 18/4 Pilotov street, 196210.			
Term and Payment Procedure for Goods (Work. Service)		Payment of 100% within 30 calendar days from the date of receipt of the equipment by the customer			
Request Security (amount)		not envisaged			
Right of the Procurement Bidder to submit a draft of counter-agreement		anticipated			

Lot № 4

Name of the Subject-Matter of the Agreement (lot)		SPRING, p\n 150500-07			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
1600,00	USD	20	ea	30.30.5	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)			Saint-Petersburg, 18/4 Pilotov street, 196210.		
Term and Payment Procedure for Goods (Work. Service)			Payment of 100% within 30 calendar days from the date of receipt of the equipment by the customer		
Request Security (amount)			not envisaged		
Right of the Procurement Bidder to submit a draft of counter-agreement			anticipated		

Lot № 5

Name of the Subject-Matter of the Agreement (lot)		SPRING, p\n 150500-08			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
1600,00	USD	20	ea	30.30.5	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)			Saint-Petersburg, 18/4 Pilotov street, 196210.		
Term and Payment Procedure for Goods (Work. Service)			Payment of 100% within 30 calendar days from the date of receipt of the equipment by the customer		
Request Security (amount)			not envisaged		
Right of the Procurement Bidder to submit a draft of counter-agreement			anticipated		

Lot № 6

Name of the Subject-Matter of the Agreement (lot)		LIGHT ASSY-WORK, p\n 3212LE01EA06			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
7200,00	USD	2	ea	30.30.5	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)			Saint-Petersburg, 18/4 Pilotov street, 196210.		
Term and Payment Procedure for Goods (Work. Service)			Payment of 100% within 30 calendar days from the date of receipt of the equipment by the customer		
Request Security (amount)			not envisaged		
Right of the Procurement Bidder to submit a draft of counter-agreement			anticipated		

Lot № 7

Name of the Subject-Matter of the Agreement (lot)		DISCHARGER, p\п 2-14SC1			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
1800,00	USD	30	ea	30.30.5	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)			Saint-Petersburg, 18/4 Pilotov street, 196210.		
Term and Payment Procedure for Goods (Work. Service)			Payment of 100% within 30 calendar days from the date of receipt of the equipment by the customer		
Request Security (amount)			not envisaged		
Right of the Procurement Bidder to submit a draft of counter-agreement			anticipated		

Lot № 8

Name of the Subject-Matter of the Agreement (lot)		MAIN WATER HOSE, p\п CS310-08			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
2700,00	USD	3	ea	30.30.5	30.30.50.110
Place of Delivery/Performance of Works/Provision of Services (address)			Saint-Petersburg, 18/4 Pilotov street, 196210.		
Term and Payment Procedure for Goods (Work. Service)			Payment of 100% within 30 calendar days from the date of receipt of the equipment by the customer		
Request Security (amount)			not envisaged		
Right of the Procurement Bidder to submit a draft of counter-agreement			anticipated		

Assessment and Comparing Criteria of Quotes

Lot №1;2;3;4;5;6;7;8	
Name of Criterion	Contract price
Points Calculation Procedure for Criterion	<p><i>Pre-qualified bids will be evaluated based on the only one criterion - Contract Price.</i></p> <p><i>The following procedure will be used to compare the bids request for quotations of the participants to select a supplier:</i></p> <p><i>1. In the case of receipt of the quotations by the participant with the DDP delivery basis, the price of the contract for evaluation purposes is accepted as it is listed in the quotations;</i></p> <p><i>2. In the case of receipt of the quotations by the participant with the DAT delivery basis the price of the contract (C) is calculated as follows:</i></p>

	<p><i>The price of the contract (C) is calculated as follows:</i></p> $C = P + T1 + T2 + T3 + T4$ <p><i>where is:</i></p> <p><i>P - price of the supplier DAT.</i></p> <p><i>T1 - the cost of charges for customs clearance.</i></p> <p><i>T2 - customs duty.</i></p> <p><i>T3 - the cost of services of customs representative</i></p> <p><i>T4 - the cost of registration of the declaration of conformity (if required for customs clearance of goods).</i></p> <p><i>The determination of the winner is made by the comparing of the price calculated from the transfer of all prices in a single currency: US dollars at the Bank of Russia exchange rate on the date of bids submission deadline. As a common basis of comparison of quotations will be used price offers of participants:</i></p> <ul style="list-style-type: none"> <i>- for Russian residents - without VAT;</i> <i>- for Non-residents of the Russian Federation, taking into account all fees and taxes in accordance with the legislation of the its countries.</i>
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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-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;

- b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;
- c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;
- d) a failure to provide clarifications on the request for participation in the request for 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**

Request for Participation¹ In the Procurement Procedure:					
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>					
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)					
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>					
Registered at the following address:					
<i>(state place of location address of legal entity/place of residence of individual)</i>					
предлагает заключить договор на					
<i>(state the subject-matter of the agreement)</i>					
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.					
Quote:					
Lot	Component	P/n	Quantity	Price USD	Delivery basis
1					
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".					

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

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

(signature)	(state initials, last name)
<i>SEAL</i>	
Date of issuance	
(DD)	(MM) (YYYY)

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

Appendix 2
To Procurement Documentation

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

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

OKPO _____	
OKVED _____	
4. Appendices to the Bidder Questionnaire Form:	
Description of Document	Number of Pages
1. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
2. A copy of statement from the Uniform State Register of Legal Entities and/or Uniform State Register of Individual Entrepreneurs received not earlier than 6 months before the day of posting a notice on holding a request for 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 _____	
<i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>	
This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.	

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

Principal <i>(title of the Principal)</i>	_____		
	<i>(signature)</i>	<i>(state initials, last name)</i>	
	<i>SEAL</i>		
Date of Issuance	_____	_____	_____
	<i>(DD)</i>	<i>(MM)</i>	<i>(YYYY)</i>

Appendix 3
To Procurement Documentation

Terms of Reference

1	Subject of the Procurement	Supply of materials for A319/320
2	Nomenclature, description of products, option to replace, and equivalent	<p style="text-align: center;">Replacement option: none. Equivalent: none.</p> <p style="text-align: center;">Nomenclature and description:</p> <ul style="list-style-type: none"> - SENSOR-PROXIMITY, p\n 8-372-04; - SOLID STATE RELAY, p\n 12-322-1; <ul style="list-style-type: none"> - SHAFT, p\n 150500-05; - SPRING, p\n 150500-07; - SPRING, p\n 150500-08; - LIGHT ASSY-WORK, p\n 3212LE01EA06; <ul style="list-style-type: none"> - DISCHARGER, p\n 2-14SC1; - MAIN WATER HOSE, p\n CS310-08.
3	Quantity/scope of required units of goods, work, and service	<ul style="list-style-type: none"> - SENSOR-PROXIMITY, p\n 8-372-04 – 5ea; - SOLID STATE RELAY, p\n 12-322-1 – 3ea; <ul style="list-style-type: none"> - SHAFT, p\n 150500-05 – 8ea; - SPRING, p\n 150500-07 – 20ea; - SPRING, p\n 150500-08 – 20ea; - LIGHT ASSY-WORK, p\n 3212LE01EA06 – 2ea; <ul style="list-style-type: none"> - DISCHARGER, p\n 2-14SC1 – 30ea; - MAIN WATER HOSE, p\n CS310-08 – 3ea.
4	Delivery place of goods, performance of goods and provision of services	18/4 Pilotov st., St. Petersburg, 196210 Russian Federation
5	Dates or schedule of shipment/delivery of goods, performance of works and provision of services	December, 2017
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	<p style="text-align: center;">Product condition:</p> <ul style="list-style-type: none"> - SENSOR-PROXIMITY, p\n 8-372-04 – NEW; - SOLID STATE RELAY, p\n 12-322-1 – NEW; <ul style="list-style-type: none"> - SHAFT, p\n 150500-05 – NEW; - SPRING, p\n 150500-07 – NEW; - SPRING, p\n 150500-08 – NEW; - LIGHT ASSY-WORK, p\n 3212LE01EA06 – NEW; <ul style="list-style-type: none"> - DISCHARGER, p\n 2-14SC1 – NEW; - MAIN WATER HOSE, p\n CS310-08 – NEW. <p style="text-align: center;">Delivery terms:</p> <ul style="list-style-type: none"> - DAT (Incoterms 2010), Pulkovo cargo terminal; - DDP (Incoterms 2010), customer’s warehouse. <p style="text-align: center;">Delivery shall be accompanied by the following documents:</p> <ul style="list-style-type: none"> - Certificate EASA FORM ONE or FAA 8130, or its

	<p>standardization, other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs. If in the procurement documents the customer does not use the requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, sizes, packing, shipment of goods, work results established in accordance with the laws of the Russian Federation on technical regulation, laws of the Russian Federation on standardization, the procurement documents shall include the validation of the need to use other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs.</p>	<p>equivalent;</p> <ul style="list-style-type: none"> - Certificate of Conformity (from supplier); - Packing List with the details of the shipment content; - Commercial and Shipping Invoice for customs formalities (shall contain (as applicable): description of goods, unit price and total value, reference to the Agreement, terms of delivery and payment, route and details of the carrier). <p>Russian State Systems of Standardization is not used because goods are not produced on the territory of the Russian Federation and its production is regulated by standards, and norms, and rule of foreign manufacturers as well as by international aviation authorities (IKAO, EASA, FAA, etc.).</p>
7	<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.</p>	<p>When the goods are delivered under the terms of DDP-Customer's warehouse, all transportation costs to Cargo Terminal Pulkovo and cargo handling and customs clearance of the goods are included in price of goods.</p> <p>When the goods are delivered under the terms of DAT-Cargo Terminal Pulkovo, all transportation costs to the Cargo Terminal Pulkovo and cargo handling are included in the price of goods, with the exception of customs payments and other taxes and fees paid upon the release of goods for internal consumption in the territory of Customs Union EAEC.</p>
8	<p>Requirements for the acceptance of goods, work, and service</p>	<p>Delivery shall be accompanied by the following documents:</p> <ul style="list-style-type: none"> - Certificate EASA FORM ONE or FAA 8130, or its equivalent; - Certificate of Conformity (from supplier).
9	<p>Requirements for the term and</p>	<p>The warranty lasts 12 months from the acceptance</p>

	<p>scope of the warranty to be provided with respect to quality of goods, work, and service.</p>	<p>date of the equipment by the Customer's warehouse. The Seller warrants that Equipment which is delivered to the Customer shall not have defects. Should they be found by the Customer and the recognition of the fact that the defect exists by the Seller; the Seller shall replace the defective quantity of Equipment for the Customer free of charge.</p> <p>The warranty liability of the Seller is limited to the replacement or repairs (a choice between which shall be agreed with the Customer) of the unit of Equipment which is defective and costs for its shipment and related insurance.</p>
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Appendix 4
To Procurement Documentation

Draft agreement for the supply of materials for «Rossiya Airlines» JSC

<p>registered in, hereinafter referred to as the Seller; and „Rossiya Airlines“ JSC, registered in: Russian Federation, Saint-Petersburg, 196210, Pilotov street, 18/4, hereinafter referred to as the Buyer both hereinafter referred to as the Parties, and as singular a Party: have concluded this Agreement upon the following :</p> <p>1. Subject of the contract</p> <p><u>1.1</u> Is supply of materials described in Appendix A (hereinafter referred to as the Equipment)</p> <p><u>1.2</u> The Buyer may procure from the Seller other equipment (hereinafter also the “Equipment”): and services (hereinafter the “Services”): within the warranty obligations specified in the clause 4.4. for the Goods and Services specified in the clause 1.1 . Such Equipment and Services shall likewise constitute subject hereof. Deliveries of Equipment shall be contained needed certificates and documentation as agreed by the Parties.</p> <p><u>1.3</u> The amount of this contract is:</p> <p>2. Delivery, Packing & Lead time</p> <p><u>2.1</u> Terms of delivery:</p> <ul style="list-style-type: none"> - DAT (Incoterms 2010), Pulkovo Cargo Terminal; - DDP (Incoterms 2010), customer’s warehouse. <p>Information about the day of shipment must be sent no later than 7 days by email LD@rossiya-airlines.com.</p>	<p>с основным местоположением , здесь и далее называемое Исполнитель; и АО «Авиакомпания «Россия», с основным местоположением в: РФ, Санкт-Петербург, 196210, улица Пилотов, 18/4; здесь и далее называемое Заказчик; вместе называемые Стороны, а отдельно Сторона, заключили настоящий Договор о следующем ниже:</p> <p>1. Предмет договора</p> <p><u>1.1</u> составляет поставку материалов, описанных в приложении А (здесь и далее «Оборудование»):</p> <p><u>1.2</u> Заказчик вправе получать оборудование на замену (здесь и далее также «Оборудование») и услуги по ремонту (здесь и далее «Услуги») от Исполнителя в рамках гарантийных обязательств, указанных в п. 4.4., по товарам и услугам, указанным в п. 1.1.. Такие Оборудование и Услуги также будут составлять предмет настоящего договора. Поставка Оборудования должна сопровождаться необходимыми сертификатами и технической документацией по согласованию сторон.</p> <p><u>1.3.</u> Сумма настоящего договора:</p> <p>2. Доставка, упаковка и Срок исполнения</p> <p><u>2.1</u> Условия поставки:</p> <ul style="list-style-type: none"> - DAT (Incoterms 2010), грузовой терминал Пулково; - DDP (Incoterms 2010), склад заказчика. <p>Информация о дне отгрузки должна быть выслана не позднее, чем 7 дней по электронной почте e-mail: LD@rossiya-airlines.com.</p>
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<p>Tel. +7 812 633 39 24.</p> <p><u>2.2</u> The Contractor shall deliver Services, Equipment before 31.12.2017 or in other time mutually agreed between the Parties. Any delays in such periods, provided no force majeure as per paragraph 5 herein occurs, shall be deemed to be a material breach hereof and may therefore be subject to penalties.</p> <p><u>2.3</u> The Seller shall FOC for the Buyer pack the Equipment to be delivered hereunder so as to avoid any damage during whole shipment to the Buyer.</p> <p><u>2.4</u> If not otherwise agreed by the Parties in writing, title (together with all related risks) on Equipment, which is a subject hereof, passes from the Seller to the Buyer in the moment of the acceptance thereof by the Buyer or its nominated carrier.</p> <p><u>2.5</u> Equipment will be delivered with the following documentation:</p> <ul style="list-style-type: none"> - EASA FORM 1 or FAA 8130-3 - For consumables certified manufacturer and supplier. - Packing List with information about shipment content details. - 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. <p>3. Terms, conditions and Procedure of Payment</p> <p><u>3.1</u> The currency hereof is USD</p> <p><u>3.2.</u> Form of payment is bank transfer. The Parties' bank details are: <u>The Buyer's</u> <u>The Seller's</u></p> <p><u>3.3.</u> Terms and order of payment: Payment 100% of cost of materials within 30 calendar days upon Equipment shipment to Buyer. All invoices shall be</p>	<p>Тел.+7812 633 39 24</p> <p><u>2.2</u> Исполнитель предоставит Услуги, Оборудование до 31.12.2017 или в другие согласованные Сторонами сроки. Опоздание в этом сроке при отсутствии обстоятельства непреодолимой силы, как определено здесь в главе 5, будет считаться существенным нарушением настоящего договора и поэтому может быть основанием для штрафов.</p> <p><u>2.3</u> Исполнитель безвозмездно для Заказчика упаковывает Оборудование таким образом, чтобы избежать любого повреждения во время всей перевозки до Заказчика.</p> <p><u>2.4</u> Если иное письменно не согласовано Сторонами, право собственности (вместе с сопутствующими рисками) на Оборудование, составляющее предмет настоящего договора, переходит от Исполнителя к Заказчику при его получении последним или им назначенным перевозчиком.</p> <p><u>2.5.</u> Оборудование будет поставляться со следующей документацией:</p> <ul style="list-style-type: none"> - Сертификатами EASA FORM 1 или FAA 8130-3 - Для расходных материалов сертификатами производителя и поставщика. - Упаковочный лист с информацией о содержимом отправки. - Коммерческий и Транспортный 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. <p>3. Оплата</p> <p><u>3.1</u> Валюта настоящего договора – доллары США</p> <p><u>3.2.</u> Форма оплаты безналичный расчет. Банковские реквизиты Сторон: <u>Заказчика:</u> <u>Исполнителя:</u></p> <p><u>3.3.</u> Сроки и порядок оплаты: 100% стоимости материалов оплачивается в течение 30 календарных дней с момента отгрузки</p>
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<p>sent to amd9@rossiya-airlines.com. If the Seller fails to provide invoices in time, payment may be suspended accordingly.</p> <p><u>3.4</u> Same procedure shall apply for other payments of the Parties hereunder, if not otherwise agreed by the Parties in writing.</p> <p><u>3.5</u> Taxes with respect to any prices covered herewith are levied or 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><u>3.6</u> The Parties will pay bank charges, if any, imposed by their respective banks. In avoidance of doubt no Party shall settle a bank charge of the other Party.</p> <p><u>3.7.</u> The quantity supplied goods and services within the Contract may be changed to 20 % from originally agreed.</p>	<p>товара Заказчику. Все счета должны направляться на адрес amd9@rossiya-airlines.com. Если Исполнитель несвоевременно предоставляет счета, оплата может быть приостановлена соответствующим образом.</p> <p><u>3.4</u> Подобный порядок будет применяться и для других платежей Сторон по настоящему договору, если иное Сторонами письменно не согласовано.</p> <p><u>3.5</u> Налоги на любые цены, охватываемые настоящим договором, налагаются или не налагаются в соответствии с действующим налоговым законодательством. Стороны будут платить подлежащие выплате налоги в своих соответствующих подсудностях; Стороны не имеют обязательства платить какие-либо иные налоги.</p> <p><u>3.6</u> Стороны будут оплачивать банковские расходы, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какое-либо банковское затраты, наложенные банком другой Стороны.</p> <p><u>3.7.</u> Количество поставляемого Покупателю в рамках настоящего договора Товара и услуг, может быть изменено до 20% от первоначально согласованного.</p>
<p>4. Warranty</p> <p><u>4.1</u> The Seller guarantees that the Equipment delivered or Services rendered to the Buyer hereunder shall not have any defects in material, workmanship or aptness to be used to its purpose by the moment of their acceptance by the Buyer.</p> <p><u>4.2</u> The term of the warranty of the 4.1 hereof lasts for 12 month since the acceptance of the Equipment or Services by the Buyer, hereinafter the “Warranty term”.</p>	<p>4. Гарантия</p> <p><u>4.1</u> Исполнитель гарантирует, что Оборудование, доставленное или Услуги, оказанные Заказчику, не будут во время принятия их Заказчиком, иметь недостатков в материале, исполнении или возможности использоваться по назначению.</p> <p><u>4.2</u> Срок указанной здесь в 4.1 гарантии длится 12 месяцев со дня принятия Оборудования Заказчиком или оказания ему Услуг, здесь далее «Гарантийный срок».</p>

<p><u>4.3</u> 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 of a defected item of Equipment FOC to the Buyer, or rendering badly rendered Services anew FOC to the Buyer; so that the new item of the Equipment or newly rendered Services shall be free from any defects in material, workmanship or possibility to be used to its purpose.</p> <p><u>4.4</u> The warranty liability of the Seller hereunder is limited to that repair or replacement of a defected item of Equipment [the choice between which being subject to the Buyer's approval], together with delivery costs of it and related insurance; or newly rendered Service.</p> <p><u>4.5</u> 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:</p>	<p><u>4.3.</u> Если Заказчик обнаружит предположительное нарушение указанной здесь в 4.1 гарантии; и Исполнитель это нарушение признает, как указано здесь в 4.5; Исполнитель устранит это нарушение гарантии, заменив безвозмездно для Заказчика, единицу Оборудования, имеющую недостаток; или снова окажет, безвозмездно для Заказчика, неудачно оказанную Услугу – с тем, чтобы новая единица Оборудования, или снова оказанная Услуга была свободна от недостатков в материале, исполнении или возможности использоваться по назначению.</p> <p><u>4.4</u> Гарантийная ответственность Исполнителя по этому договору ограничена заменой или ремонтом (выбор между которыми должен быть согласован с Заказчиком) единицы Оборудования, имеющей недостаток, и затратами по его перевозке и сопутствующим страхованием; или повторным оказанием Услуги.</p> <p><u>4.5</u> Заказчик в течение 7 календарных дней уведомит Исполнителя об обнаружении предположительного нарушения указанной здесь в п. 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</p>
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<p>(i) the day of sending and acceptance of such notification (by duly authorized representatives of the Parties) when via e-mail; or</p> <p>(ii) The day of acceptance of such notification by the Seller, if they have been sent via a first-class postal or its equivalent service with function of notification about acceptance.</p> <p>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.</p> <p>4.7. In case of any delay in delivery of the Equipment the Seller has to pay to Buyer penalty at the rate 0,1% of the value of the short-delivered Goods for each day of delay till the date of Equipment delivery.</p> <p>5. Force majeure</p> <p>5.1 Neither party shall bear responsibility for full or partial nonfulfillment of any obligations, 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</p>	<p>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 4.1 гарантии, в случае доказанного её нарушения, будет продлён на время, прошедшее от дня, когда Заказчик уведомил Исполнителя о предположительном нарушении, до дня, когда Исполнитель устранил это нарушение, включительно.</p> <p>4.7. В случае, если будет иметь место опоздание в поставке Оборудования, Поставщик обязан уплатить Заказчику штраф в размере 0,1% от стоимости не поставленного в срок Оборудования за каждый день просрочки до даты поставки Оборудования.</p> <p>5. Обстоятельства непреодолимой силы</p> <p>5.1 Ни одна из сторон не будет нести ответственности за полное или частичное невыполнение любого из их обязательств в том случае, если это невыполнение обусловлено такими обстоятельствами стихийные бедствия, война (объявленная или нет), общественные беспорядки, аварии на транспорте, запрещение ввоза и вывоза, возникающих после заключения настоящего договора. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона незамедлительно уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого</p>
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<p>excuse of a non-fulfillment of an obligation prescribed herein. Fires, blackouts, IT-systems failures and strikes shall be force majeure events unless they are caused by culpable acts or omissions of the Parties.</p> <p>6. Jurisdiction & Governing law</p> <p><u>6.1</u> In case of any dispute concerning this contract the Parties will try finding the solution in negotiations. If such negotiations do not have the success within 60 calendar days, the Parties may refer to arbitration court in _____. Such arbitration shall be held in English. A decision of this court in such dispute will be final and binding for Parties.</p> <p><u>6.2</u> Provisions of this Contract shall be construed with respective laws of the country of the Seller.</p> <p>7. Validity</p> <p><u>7.1</u> This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof.</p> <p><u>7.2</u> The Contract comes into force on the days signature of duly authorized representatives of both Parties and remains in force through 31 December 2018. The Parties may at any time terminate this Contract by a 60 days prior written notice</p> <p><u>7.3</u> Any obligation not fulfilled at the time of any termination hereof shall be fulfilled within 30 working days following such termination or within other term upon written consent of the Parties.</p>	<p>действует это обстоятельство. Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства. Пожары, отключения электричества, неисправности информационных систем и забастовки будут считаться обстоятельствами непреодолимой силы только, если они не вызваны виновными действиями или бездействиями Сторон.</p> <p>6. Подсудность и Управляющее законодательство</p> <p><u>6.1</u> В случае любого спора в отношении этого договора, Стороны попытаются найти решение путём добросовестных переговоров. Если такие переговоры не будут иметь успеха в течение 60 календарных дней, Стороны обратятся к _____ арбитражному суду в _____. Язык рассмотрения такого спора будет Английский. Решение этого суда в таком споре будет окончательно и обязательно для Сторон.</p> <p><u>6.2</u> Положения этого договора истолковываются по соответствующим законам страны Исполнителя.</p> <p>7. Действие</p> <p><u>7.1</u> Настоящий договор является единственным действительным обязывающим соглашением Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом.</p> <p><u>7.2</u> Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и останется в силе до 31 декабря 2018. Стороны вправе расторгнуть настоящий договор в любое время письменным уведомлением за 60 календарных дней.</p> <p><u>7.3</u> Если у Сторон останутся обязательства по настоящему договору на момент его расторжения, такие обязательства должны быть исполнены в течение 30 календарных дней или иного срока по письменному согласию</p>
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<p><u>7.4</u> The Parties shall inform one the other about any changes in bank details, headquarters and other tidings they deem to be important by means of an official letter. No amendment hereof shall be needed for such cases.</p> <p><u>7.5</u> In case of any dispute arising out of the text of the contract, the terms and condition contained in the stamped by Buyer's legal department's stamp or securely bound contract counterpart shall prevail.</p> <p>8. Anti-corruption clause</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 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</p>	<p>Сторон.</p> <p><u>7.4</u> Стороны будут уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях и иных обстоятельствах, которые они сочтут важными, посредством официальных писем. Дополнений настоящего договора в таких случаях требоваться не будет.</p> <p>7.5. В случае возникновения каких-либо разногласий по тексту договора, стороны руководствуются текстом, заверенным штампом правового департамента Заказчика или содержащимся в прошитом и заверенном Договоре.</p> <p>8. Антикоррупционная оговорка</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 обязана сослаться на факты или предоставить материалы, достоверно подтверждающие или дающие основание предполагать, что произошло или может произойти</p>
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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 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 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 calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

Signed for and behalf of

NAME

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 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 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 календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.

Подписи:

От

имени

ИМЯ

TITLE _____	ДОЖНОСТЬ _____
SIGNATURE _____	ПОДПИСЬ _____
Signed for and behalf of JSC «Rossiya Airlines»	От имени АО «Авиакомпания «Россия»
NAME _____	ИМЯ _____
TITLE _____ SIGNATURE _____	ДОЖНОСТЬ _____
	ПОДПИСЬ _____

Appendix A
Приложение А

№	Component / Наименование	P/n	Quantity / Количество	Delivery time / Срок доставки	Status / Статус
1					
2					
3					
4					
5					
6					
7					
8					

<p>Signed for and behalf of _____</p> <p>NAME _____</p> <p>TITLE _____</p> <p>SIGNATURE _____</p> <p>Signed for and behalf of JSC «Rossiya Airlines»</p> <p>NAME _____</p> <p>TITLE _____</p> <p>SIGNATURE _____</p>	<p>Подписи: От имени _____</p> <p>ИМЯ _____</p> <p>ДОЖНОСТЬ _____</p> <p>ПОДПИСЬ _____</p> <p>От имени АО «Авиакомпания «Россия»</p> <p>ИМЯ _____</p> <p>ДОЖНОСТЬ _____</p> <p>ПОДПИСЬ _____</p>
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Appendix to the Draft agreement

Counter-agent's Information

No.	Counter-agent's name (INN, activity type)						Agreement (details, subject, price, validity period and other material terms and conditions)						No.	Information about the counter-agent's owners chain, including the beneficiaries (ultimate beneficiaries)						
	INN	OG RN	Counter-agent's name	OKVED code	Last name, name, patronymic of CEO	Authority and number of the document to identify CEO	Number and date	Subject of the agreement	Price (RUR, mln)	Validity period	Other material terms and conditions	INN		OG RN	Name/ Last name, name, patronymic	Location/ place or registration addresses	Series and number of ID document (for individual)	CEO/ member/ shareholder/ beneficiary/ details about the executive body	Information about the confirming documents (name, details, etc.)	
1.												1.1.								
												1.1.1								
												1.1.2								
												1.1.3								
												1.1.3.1								
												1.1.3.2								
												1.2								
												1.2.1								

Position, full name of the counter-agent's CEO _____

stamp here

signature

/date/

Note. The table shall contain the detailed information about the counter-agent's owners chain (founders/ shareholders; in respect to founders/ shareholders, which are legal entities, the details on their founders, etc.), including the ultimate beneficiaries:

1.1, 1.2 – owners of the counter-agent under the agreement (first level owners);

1.1.2, 1.2.1, 1.2.2, etc. – owners of 1.1 entity (second level owners)

and further according to the similar chart up to the ultimate beneficiary (1.1.3.1)