

Procurement Process Notice to Public Request for Proposals

No. O3II/72

February 16, 2018

1. The Client—the Autonomous Non-profit Organization «Organizing Committee – 2018», with its registered address at: ul. Narodnaya 7, Moscow, 115172, being the organizer of the Public Request for Proposals—hereby announces the Public Request for Proposals process (hereinafter “the RFP”) and invites legal entities and individual entrepreneurs (hereinafter “Bidders”) to submit their bids for the award of a contract for the provision of VVIP Air transportation services during 2018 FIFA World Cup Russia™, with the Autonomous Non-profit Organization «Organizing Committee – 2018» acting as the Client ordering the relevant services.

2. A detailed description of the Contract terms is provided in the Public Request for Proposals Documentation (hereinafter “Documentation”), which shall be made available to any Bidder on demand under the following procedure: The Bidder shall submit via the e-mail to the RFP Organizer's contact person named in Section 9 of this Procurement Process with scanned copy of the Nondisclosure Agreement signed by the Bidder's authorized representative and sealed, along with a letter requesting the Documentation (said documents are provided in Annex 1 to this Procurement Process Notice). After receiving these documents, the RFP Organizer will send the Documentation to the Bidder via email. Original (paper) versions of Nondisclosure Agreement signed by the Bidder's authorized representative and sealed, along with a letter requesting the Documentation shall be submitted by the Bidder along with the Bid before the deadline stated in Section 3 of this Letter.

3. In order to participate in the RFP, the Bidder have to possess necessary professional knowledge and expertise, managerial competence, experience and reputation, and have the resources (financial, material and technical, manufacturing and human resources) required for the project completion. Specifically:

No.	Requirements
1.	The Bidder must have a valid license for aviation operations and a certificate of liability insurance. In case the Bidder is an Aviation Broker it must present a current license and liability insurance certificate for each air operator the Bidder is planning to engage for air transportation. In case, the Bidder is a foreign Air Carrier or Aviation Broker it must have a representative office on the territory of the Russian Federation.
2.	The Bidder must have at least 3 (three) years of experience in arranging (if the Bidder is acting as an Aviation Broker) or performing (if the Bidder is acting as an Air Carrier) of business aviation flights with private jets and/or narrow body aircrafts. At the same time, during last three years, the Bidder has concluded at least 10 (ten) Agreements for arranging (if the Bidder is acting as an Aviation Broker) or performing (if the Bidder is acting as an Air Carrier) of business aviation flights.

No.	Requirements
	In case of framework Agreements with several Additional Agreements / Annexes, each of which contains the Bidder's obligation to arrange / perform a certain (one or more) number of business aviation flights, each Additional Agreement / Annex will be counted as a separate Agreement.
3.	The Bidder or the airline the Bidder is planning to engage for air transportation (if the Bidder is an Aviation Broker) must have a <u>narrow body aircraft</u> suitable for air transportation of at least fifty (50) passengers, with aircraft type Sukhoi Superjet SSJ-100, Bombardier C100 Series, Challenger 870CS, Embraer 145 and E-170 (or similar), not older than 12 years (as of 31 May 2018) with confirmed maintenance activity schedule.
4.	<p>The Bidder or the airline the Bidder is planning to engage for air transportation (if the Bidder is an Aviation Broker) must have <u>private jets</u> of the following types:</p> <ul style="list-style-type: none"> • midsize jet (capacity of 8 passengers) - state-of-the-art passenger aircraft with one of the following types: Cessna Citation Latitude and Longitude, Embraer Legacy 450 and 500, Dassault Falcon 50EX, Bombardier Learjet 60, 60XR, 75 and Challenger 300, Gulfstream G200 and G280, Hawker Beechcraft 850XP and 4000 (or similar); • heavy jet (capacity for 14 passengers): state-of-the-art passenger aircraft with one of the following types: Embraer Legacy 650, Dassault Falcon 5X, 7X, 8X and 900LX, Bombardier Challenger 850, Global 5000 / 6000, 7000, 8000, Express XRS, Gulfstream G550 / G600 / G650 / G650ER (or similar); <p>Private jets must also be compliant with the following additional requirements:</p> <ul style="list-style-type: none"> • not older than 12 years (as of 31 May 2018) with confirmed maintenance activity schedule. • minimum flight range of 4000 km and (or) in-flight time of five (5) hours with maximum payload; • minimum passenger cabin height of 1,73 m.
5.	Technical and organizational readiness of the Bidder or the airline(s) (if the Bidder is acting as an Aviation Broker) to provide two (2) <u>private jets</u> with flight and cabin crew compliant with the Customer's requirements for the period from 7 th June, 2018 to 18 th July, 2018, and to arrange two round-trip flights with chartered <u>narrow body aircraft</u> on 10 th and 14 th July, 2018.

4. To participate in the RFP, the Bidder must submit a bid prepared in the manner prescribed by the Documentation in a timely fashion. The bid must be mailed to the following address: ul. Luzhniki 24, bldg. 20, Moscow, by 7:00 p.m. Moscow time on March 21, 2018.

5. It is expected that the bids will be evaluated and the RFP evaluation report will be signed by April 06, 2018. The RFP Organizer may change this time frame, if necessary.

6. The RFP Organizer may choose not to conduct the RFP and shall not incur any liability as a result of this decision.

7. The preliminary date for announcing the Winning Bidder(s) is set on or before April 23, 2018

8. It is expected that the contract awarded based on the RFP results will be signed between the RFP Organizer and the Winning Bidder within 15 (fifteen) business days of the official announcement of the Winning Bidder.

9. The contact person of the Public Request for Proposals Organizer is Maria Shamshina, who can be reached at +7(495)785-2018 or shamshina@loc2018.com.

Office hours: business days, 10 a.m. to 7:00 p.m. (5:45 p.m. on Fridays).

Attn: Procurement Committee
Secretary
Maria Shamshina
Request for Public Request for
Proposals Documentation

Request for Public Request for Proposals Documentation

Please make available the package of Documentation of Public Request for Proposals No. O3Π/72 (hereinafter “the RFP”) to [*type the full name of the organization (without abbreviations)*] that is looking to become a potential Bidder in the RFP.

Name of the potential Bidder in the RFP: _____

Please send the RFP Documentation and other RFP-related information to the following email address(-es): _____

Contact persons to whom any RFP-related communications should be sent: (*Type the last name, first name, patronymic, telephone and fax numbers, email address of the contact person and the mailing address of the organization*).

We enclose two copies of the Nondisclosure Agreement signed by us and sealed with our seal.

Bank details: [*Type the bank details of the organization*]

Registered office address:

[*Manager of the organization*]

[*Signature*]

[*Print name*]

L.S.

Non-Disclosure Agreement

Moscow

___.___.2018

The Autonomous Non-profit Organization «Organizing Committee - 2018» (hereinafter «the Client») and The Company _____, (hereinafter «The Company») represented by _____, acting on _____, seeking to ensure The Company's eligibility for the Public Request for Proposals № O3II/72 held by the Client (hereinafter “the Project”), have entered into this Nondisclosure Agreement.

1. WHAT CONSTITUTES CONFIDENTIAL INFORMATION

The Company undertakes to consider as confidential any confidential, private, internal information, trade secret or other classified information, materials or samples that The Company receives, sees, hears or that it studies in writing or learns about in some other way in connection with the Project, and that relates to the Client or any of its affiliates or subsidiaries, irrespective of whether such information, such materials or samples were received from the Client, its affiliates or subsidiaries or from third parties on the Client’s instructions (hereinafter the “Confidential Information”). All information obtained through a statement, processing, generalizations or analytical calculations from the Confidential Information is also confidential.

2. WHAT DOES NOT CONSTITUTE CONFIDENTIAL INFORMATION

Information does not constitute Confidential Information if: (a) it is in the public domain or enters the public domain through no fault of The Company; (b) it was known to The Company before it was provided by the Client, which is confirmed by The Company’s documents; (c) it was disclosed to The Company by a third party that has not assumed any non-disclosure undertakings before the Client, which is confirmed by The Company’s documents or the documents of said third party; or (d) it was independently developed by The Company without the use of the Confidential Information, which is confirmed by The Company’s documents. The Client is not required to consider as confidential any information provided by The Company under this Agreement.

3. WHEN THE COMPANY IS ENTITLED TO RECEIVE THE CONFIDENTIAL INFORMATION

The Company is entitled to receive the Confidential Information from the date indicated in Appendix A as the “Commencement Date of the Provision of the Confidential Information” prior to the expiration of one year after said date or before the completion of the Project, depending on whichever comes later. The Client shall provide the Confidential Information at its own discretion and is not required to provide any information under this Agreement. The Company shall not acquire any rights to the Confidential Information, with the exception of rights for usage of the Confidential Information for the purpose of Project implementation

4. HOW THE COMPANY SHOULD PROTECT THE CONFIDENTIAL INFORMATION

The Company undertakes to act in good faith for the purpose of protecting the confidentiality of the Confidential Information. This undertaking means that (a) The Company undertakes to disclose the

Confidential Information solely in the instances permitted by sections 5 and 6 of this Agreement or with the preliminary written consent of the Client; b) The Company undertakes to use the Confidential Information solely in the instances when this is required in connection with the Project, and not to use it in any other way for the purpose of deriving its own benefit; and (c) The Company undertakes to take all reasonable measures for the purpose of preventing the unintentional disclosure of the Confidential Information. The Company undertakes to report attempts by unauthorized persons to obtain the Confidential Information, the loss or shortfall in the media containing such information, and also other facts that could impair the activities of the Client, and also attempts by third parties to use or disclose the Confidential Information within 2 (Two) working days of the actual receipt of the information on these attempts.

5. WHO IS ENTITLED TO HAVE ACCESS TO THE CONFIDENTIAL INFORMATION

The Company undertakes to provide access to the Confidential Information solely: (a) to its employees who require access to the Confidential Information to perform the Project; and (b) to its authorized representatives and subcontractors, who (i) require access to the Confidential Information to implement the Project, and who (ii) had been approved in advance in writing by the Client to perform the work on the Project, and (iii) have signed non-disclosure agreements, reflecting the actual transfer of such Confidential Information and establishing the procedure for its use, at the very least on terms and conditions analogous to the terms and conditions of this Agreement.

Further to the request of the Client, The Company within 5 days should submit a report on the access of third parties to the Confidential Information, including the surname of the employee/name of the counterparty, the materials studied thereby, the grounds for the need to study them, the date and time of receipt and return of such materials. The Company is liable for the compliance by said individuals with confidentiality requirements.

6. WHEN THE COMPANY IS ENTITLED TO DISCLOSE CONFIDENTIAL INFORMATION TO THIRD PARTIES

If The Company is required to disclose the Confidential Information in accordance with a court decision or resolution of the state authority, it should notify the Client thereof within 2 working days from such decision or resolution (other than instances where The Company by law may not provide such notice). The Company shall only have the right to disclose such Confidential Information in the scope required for the performance of this decision or resolution. At the same time, the Confidential Information remains Confidential Information protected in full by this Agreement.

7. HOW LONG THE COMPANY SHOULD ENSURE THE CONFIDENTIALITY OF THE CONFIDENTIAL INFORMATION

The Company should protect the Confidential Information for five years since the Commencement Date of the Provision of the Confidential Information, or (if the Project lasts more than one year) for five years after the completion of the Project. In addition, the Client shall have the right to indicate to The Company in writing any Confidential Information that it deems a trade secret. In this instance The Company undertakes to honor the confidentiality of said Confidential Information for an unlimited term or at the very least for as long as such Confidential Information remains a trade secret.

8. WHAT HAPPENS TO THE CONFIDENTIAL INFORMATION AFTER THE COMPLETION OF THE PROJECT

After the completion of the Project or further to the demand of the Client, The Company undertakes to take all reasonable measures to delete any Confidential Information from its archives (including electronic archives) and to return it to the Client (or to delete it or destroy it with the permission of the Client).

The Company shall have the right to save one copy of each document containing the Confidential Information in its reliably protected archives of legal documents. Where necessary, the Parties undertake to consult each other in good faith in order to approve any suitable alternative procedures.

9. BAN ON ASSOCIATION WITH THE CLIENT

The Company shall have no right without the written consent of the Client to communicate to any third parties (with the exception of instances of information disclosure further to the demand of the authorized representatives in accordance with the effective legislation of the Russian Federation) information that it is (or shall be) the Client’s counterparty or otherwise associate itself or its activities with the Client or with the activities of the Client (the organization and staging of the 2018 FIFA World Cup and the FIFA Confederations Cup 2017).

10. WHAT IS THE LIABILITY OF THE SUPPLIER FOR VIOLATION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT

The Company is fully aware that the Client could incur losses as a result of the violation of this Agreement. Consequently, in the event of the disclosure of information related to the Confidential Information, THE COMPANY shall pay the Client RUB 1 000 000 penalty for each case of violation and fully reimburse the Client the documented damage.

11. HOW THIS AGREEMENT IS INTERPRETED AND AMENDED

This Agreement is governed by the legislation of the Russian Federation. In addition, the Parties desire that this Agreement be construed based on the fundamental principles of good faith, reasonable performance of commercial activities and the importance of the Confidential Information. This Agreement represents the entire agreement of the Parties in respect of Confidential Information related to the Project and applies to the affiliates of each of the Parties. If the Client provides Confidential Information belonging to any of its affiliates, subsidiaries or third party, such individuals or legal entities are third parties that have corresponding rights under this Agreement. This Agreement may be amended through the compilation of additional agreements signed by both Parties.

<p>The Client Autonomous Non-Profit Organization «Organizing Committee - 2018» Legal address: 7, Narodnaya Street, Moscow 115172 Signature: _____ Full name: N.S. Nikitenko Position: Director of Transport Department Date: _____ 2018</p> <p style="text-align: right;">L.S.</p>	<p>THE COMPANY _____ Legal address: _____ Signature: _____ Full name: Position: Date: _____ 2018</p> <p style="text-align: right;">L.S.</p>
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APPENDIX A TO NON-DISCLOSURE AGREEMENT No.

Date solely for the statement: _____

The Autonomous Non-Profit Organization Organizing Committee - 2018» (hereinafter the "Client")
and the Company _____,
_____ , have approved the description of the Project
(this Appendix A to the Non-Disclosure Agreement)

Description of the Project

All documents and/or information directly or indirectly related to the performance of the
aforementioned project are confidential, including, but not limited to:

- Documentation of Public Request for Proposals No. O3II/72, including all annexes and
clarifications.
- Name of the Client;
- Statement of Work and characteristics included in the Public Request for Proposals
Documentation.

Commencement Date of the Provision of the Confidential Information:

_____ 2018

(The Client)

Autonomous Non-Profit Organization

«Organizing Committee - 2018»

Legal address: 7, Narodnaya Street, Moscow 115172

Signature: _____

Full name: N.S. Nikitenko

Position: Director of Transport Department

Date: _____ 2018

(The Company)

Legal address: _____

Signature: _____

Full name: _____

Position: _____

Date: _____ 2018