

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

Approval date	26	10	2018
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Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	26	10	2018	18:00 MSK
Date and time for the request receiving completion	20	11	2018	10:00 MSK
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	23	11	2018	
Commencement date for providing clarifications on procurement documentation	26	10	2018	
Completion date for providing clarifications on procurement documents	15	11	2018	
Specifying the features of participation	"Not applicable"			
Option to submit an alternative offer	"Not applicable"			
Option to engage co-contractors/subcontractors	"Applicable"			
Distribution of the total scope of procurement between the procurement parties	"Not applicable"			
Subject-matter of the procurement	Painting of aircraft A319-111 VP-BNB MSN 2751			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Painting of aircraft A319-111 VP-BNB MSN 2751			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
88 000	EUR	1	Conventional unit	52.23.19	52.23.19.190
Place of Delivery/Performance of Works/Provision of Services (address)			hangar winner purchase		
Term and Payment Procedure for Goods (Work. Service)			Prepayment: 20% of the fixed cost of painting the remaining amount is paid within 30 days after the end of work and receipt of the invoice.		

Request Security (amount)	"Not applicable"
Right of the Procurement Bidder to submit a draft of counter-agreement	Provided

Assessment and Comparing Criteria of Quotes

Lot №1,
<p>Designation criteria, the procedure for calculating the number of points and the maximum number of points for each criterion:</p> <p>K1. Cost of Fixed in EUR for the Scope of works, as specified in clause 5 of the "Requirements"80 score points</p> <p>K2. Cost of man-hour in EUR for additional works for exceedance thickness of paint removing, as specified in clause 4.2 of the "Requirements"20 score points</p> <p>For criteria K1 and K2, number of points will be calculated using the formula:</p> <p style="text-align: center;">$S_{\text{base}} / S_{\text{bidder}} \times K$, where:</p> <ul style="list-style-type: none"> - S base - the best (lowest) of all the proposals of the bidders; - S bidder - assesses the proposals of the bidders; - K - the maximum number of points for the respective criteria <p style="text-align: center;">$K \text{ of the bidder} = K1 + K2$</p> <p>Notice. In case, if fuel disposal is applicable, as specified in clause 4.3 of the "Requirements", the cost of the disposal and cost of the disposed fuel in value 2500 kg will be add to Fixed price (criteria K1).</p>

1. General Terms of the Procurement Procedure

1.1. The Procurement is undertaken in accordance with the Federal Act dated 18 July 2011 No. 223-FZ "On Procurement of Goods, Works, Services by Certain Types of Legal Entities" and Regulation on Procurement of Goods, Works, and Services (P 20-33-17 Edition 3).

1.2. Priority provision to goods of Russian origin, works, services performed, provided by Russian persons is applied in accordance with the Regulation of the Government of the Russian Federation No. 925 dated 16.09.2016.

1.3. The procurement documentation is an invitation addressed to public at large to give proposals under the procurement procedure.

The procedure for the public request of quotations (hereinafter the request for quotations), public request for proposals (hereinafter the request for proposals) is neither competition, nor auction for the right to be awarded a contract, or governed by Articles 447 - 449 Part One of the Civil Code of the Russian Federation. This procedure is also not a public competition nor governed by Articles 1057-1061 of Part Two of the Civil Code of the Russian Federation. Thus, the terms of the request for quotations, request for proposals does not entail for the Customer the relevant scope of civil legal obligations pertaining to mandatory conclusion of an agreement with the winner or other bidder.

1.4. The Customer may refuse from holding the request for quotations, request for proposals without being liable to the procurement bidders, including compensation for any expenses related to issuance and submission of the request for quotations, request for proposals. If it is taken a decision to refuse holding the request for quotations, request for proposals the Customer shall post within a business day following the day of taking such decision, information on the refusal to hold a request for quotations, request for quotations in the unified information system.

1.5. The Customer shall not be under obligations or be liable if the bidders; procurement parties fail to familiarize themselves with a notice on refusal to hold a request for quotations, request for proposals.

1.6. At any time before the deadline for submission of request for participation in the request for quotations, request for proposals the Customer may, on its own initiative or as a response to an inquiry of any bidder, amend a notice on holding a request for quotations, request for proposals, and procurement documentation.

1.7. The Customer may, at any time after a decision is taken that it is necessary to amend a notice on holding a request for quotations, request for quotations, documentation on the procurement, such amendments are posted in the unified information system.

1.8. If amendments to a notice or documentation on procurement are made later than two working days in holding a request for quotations/one working day in holding a request for proposals, a term for submission of requests for participating in request for quotations, request for proposals shall be extended so that from the day of posting such amendments in the unified information system to a notice or documentation on procurements to the end date for submission of requests for participating in a request for quotations, request for proposals, such term shall be at least three working days.

2. Procedure for Submission of Requests

2.1. To participate in the request for quotations, request for proposals the bidder shall prepare a request for participation in the request for quotations, request for proposals executed in full compliance with the requirements of the procurement documentation. The bidder may submit only one request with respect of each subject-matter of the request for quotations, request for proposals (lot).

2.2. In pursuance of procurement documentation all documents shall be submitted to the electronic trading facility as scan-copies of signed documents.

2.3. The bidder may amend or withdraw a submitted Request for participation in the Request for Quotations, Request for Proposals not later than the deadline for submission of Requests for participation in the Request of Quotations, Request for Proposals. Amendment or addition to the Request is permitted by submission of a new Request only, then the original Request shall be withdrawn by the bidder.

3. Procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder may submit an inquiry to the Customer for clarification of the points of the documentation on the procurement in writing or as an electronic document.

3.2. The bidder is entitled to forward an inquiry for clarifications on the points of the procurement documentation to the postal address of the Customer, e-mail stated in the procurement notice or post in the electronic trading facility.

3.3. The Customer posts the copy of such clarifications (with no reference to the name or address of the bidder from which such inquiry for clarifications has been received) in the unified information system.

4. Payment Method for Goods, Work, and Service

4.1. The payment method is cashless transfer.

5. Pricing Procedure for the Agreement Price (Lot Price)

5.1. The Agreement Price (Lot Price) shall be formed subject to expenses for carriage, insurance, payment of customs duties, taxes and other mandatory payments unless otherwise is provided in the Terms of Reference (Appendix 3).

6. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs.

6.1. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results established by the Customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the conformity of goods to be supplied, work to be performed, service to be provided with the customer needs are set forth in the Terms of Reference (Appendix 3).

7. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features.

7.1. Requirements for description by the procurement bidders of goods to be supplied which is the subject-matter of procurement, its functionality (consumer properties), its quantitative and qualitative features, requirements for description by the procurement bidders of work to be performed, service to be provided which are the subject-matter of procurement, their quantitative and qualitative features are set forth in the Terms of Reference (Appendix 3).

8. Requirements for the procurement bidders and list of documents to be submitted by the procurement bidders to confirm their conformity with the established requirements

8.1. There are set the following mandatory requirements for a legal capacity of the procurement bidder

8.1.1. The conformity of the procurement bidder with the requirements set in accordance with the laws of the Russian Federation for persons making deliveries of goods, performance of works, provision of services which are the subject-matter of the procurement.

8.1.2. Availability of the relevant licenses, certificates, approvals and other permits of governmental authorities of the Russian Federation and/or other countries (if applicable) to undertake by them or persons contracted by them, of activity which is necessary to meet

obligations undertaken by them in accordance with this documentation and an agreement expected for conclusion in accordance with this documentation.

8.1.3. No liquidation proceeding with respect to the corporate procurement bidder and a lack of an arbitration award on the adjudication of the corporate bidder, individual entrepreneur a bankrupt or initiating bankruptcy proceedings.

8.1.4. No suspension of the procurement bidder's business in accordance with the procedures contemplated by the Russian Federation Administrative Offence Code as of the day of submission of the request for participation in the procurement.

8.1.5. A lack of the indebtedness with the procurement bidder on taxes, dues and other mandatory payments accrued to the budgets of the budgetary system of the Russian Federation (except for those amounts where it is granted a delay, payment by instalments, investment tax credit in accordance with the laws of the Russian Federation on taxes and charges which are rescheduled in accordance with the laws of the Russian Federation where there is a court decision which has entered into legal force, on recognition of the obligation of the claimant to pay such amounts discharged or which have been adjudicated bad debts for recovery in accordance with the laws of the Russian Federation on taxes and charges) for a calendar year elapsed.

The procurement bidder shall be deemed complying with the established requirement provided that it appeals the existence of the said arrears, indebtedness and a decision on such appeal is pending as at the day of examining such request for identifying a supplier (contractor, provider) is not taken.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;

c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;

- d) a failure to provide clarifications on the request for participation in the request for quotations upon request of the Competition Commission;
- e) existing information on the procurement bidder in the register of mala fide suppliers;
- f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);
- g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;
- h) existing other adverse information identified by the results of the check.

10.4. If only one request for participation in the request for quotations, request for proposals is received by the completion date for submission of requests for participation in the request for quotations, request for proposals established by procurement documentation, such request for quotations, request for proposals shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, a request for quotations shall be deemed failed with respect to those lots only with respect of which the only request has been submitted.

10.6. If the only request for participation in the request for quotations, request for proposals is received by the customer by the completion date for submission of requests set by procurement documentation, despite the request for quotations, request for proposals is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the request for quotations, request for proposals being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation on holding such request for quotations, request for proposals, the Customer is entitled to enter into an agreement with such bidder.

10.7. If a request of the only bidder is recognized conforming with the procurement documentation at the pre-qualification stage, such bidder shall be deemed the only bidder in the request for quotations, request for proposals. The Customer may enter into an agreement with the procurement bidder which has submitted such request, on the terms of procurement documentation, draft agreement and request submitted by such bidder. Such bidder is not entitled to waive the conclusion of the agreement with the customer. The request for quotations, request for proposals shall be deemed failed in such case.

10.8. The request which have passed the pre-qualification stage shall be assessed by criteria stated in the Assessment and Comparison Criteria of the Requests table. The proposal prices of all bidders excluding VAT shall be used as a single basis for comparing price proposals.

10.9. If in the course of assessing the requests for participation in the request for quotations, request for proposals the Competition Commission is necessary to extend or reduce the dates of pre-qualification and/or assessment stage stated as the dates for examining proposals of the procurement bidders and summarizing the procurement results, in the notice on holding a request for quotations, request for proposals the customer shall, within one working day after a decision is made by the competition commission on extension or reduction of the dates for the pre-qualification and/or assessment stage, post a notice on the extension or reduction of the relevant term in the unified information system.

10.10. The Winner in the request for quotations, request for proposals.

10.10.1. It shall be recognized the Winner in the request for quotations that procurement bidder which conforms to the requirements set by procurement documentation, which has failed a request that meets all the requirements set by procurement documentation and where it is stated the lowest price for goods, works, and services.

10.10.2. It shall be recognized the Winner in the request for proposals that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the request for proposals is assigned number one. The assignment of the

sequence number to each request for participation in the request for proposals as the advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the request for proposals which has gained the highest final point. The final point of each request for participation in the request for proposals shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the request for proposals include equal combination of terms for the performance of an agreement, a lesser sequence number shall be assigned to the request for participation in the request for proposals which has been received earlier than other requests for participation in the request for proposals which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record of the results of the request for quotations, request for proposals. The Record shall be signed by the Chairman and the Secretary of the Competition Commission not later than in ten (10) days from the day of the meeting of the competition commission.

10.12. The Record shall be posted in the unified information system not later than in three (3) days from its signature.

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

10.14. Should the winner in the request for quotations be evading the conclusion of the agreement, the Competition Commission may take a decision to sign the agreement with the bidder which offered the same price in its request as the winner, or whose proposal of the agreement price contains better terms after those proposed by the winner. The agreement with such bidder shall be signed on the terms of the draft agreement attached to the procurement documentation at the price offered by such bidder in the quotation request. Such bidder is not entitled to waive the conclusion of the agreement.

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

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

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

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

10.18. Should the customer waive the conclusion of the agreement with the winner in the request for quotations and the bidder which proposed the same price in the quotation request as the winner, or whose proposal of the agreement price contains better terms next to the ones proposed by the winner as well as if the customer waives the conclusion of the agreement with the winner in the request for proposals and the bidder whose request was

assigned number two, the customer shall post its notice on recognition of the request for quotations, request for proposals failed, in the unified information system.

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

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

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

11.1. Should the request for quotations, request for proposals be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the request for quotations, request for proposals or recognized the only bidder in the request for quotations, request for proposals, the Customer may hold the repeated request for quotations, request for proposals or apply another method of procurement.

12. Closing Provisions

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

Appendices:

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

Appendix 1
to Procurement Documentation

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>
proposes to conclude the agreement for
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.
Quote: Cost of Fixed in EUR _____ . Cost of man-hour in EUR _____ . Warranty _____ months
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-ΦZ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
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.

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

<p>4. In the event of our winning in the request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>		
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>		
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>		
<p>9. We undertake not to amend and/or withdraw our bid for the request for quotations, request for proposals after the deadline for submission of bids for the request for price quotations, request for proposals.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"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. 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)
SEAL		
Date of issuance		
(DD)	(MM)	(YYYY)

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

Appendix 2
To Procurement Documentation

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

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

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

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.	
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="text-align: center;"> Principal <i>(title of the Principal)</i> SEAL Date of Issuance </div> <div style="text-align: center;"> _____ <i>(signature)</i> </div> <div style="text-align: center;"> _____ <i>(state initials, last name)</i> </div> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> _____ <i>(DD)</i> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> _____ <i>(MM)</i> </div> <div style="display: flex; justify-content: center; margin-top: 10px;"> _____ <i>(YYYY)</i> </div>	

Appendix 3
To Procurement Documentation

**Техническое задание на
выполнение работ по покраске
самолета A319-111 VP-BNB MSN
2751.**

1. Форма, сроки и порядок оплаты Договоров

1.1 Формой оплаты является безналичный расчет.

1.2 Сроки и порядок оплаты: предоплата 20% фиксированной стоимости покраски, оставшаяся часть стоимости покраски в течение 30 дней после выполнения работ и получения инвойса.

2. Сроки и место покраски.

2.1. Период выполнения покраски 28.02.2019 – 08.03.2019 (9 дней).

2.2. Место проведения покраски – страна Евросоюза. В соответствии с договором аренды ВС.

3. Описание выполняемых работ:

3.1 .Покраска самолета A319-111 VP-BNB MSN 2751) в ливрею компании “ Vueling Airlines ”, включая крылья, пилоны двигателей и горизонтальный стабилизатор (за исключением элеронов) в соответствии с прилагаемым чертежом и сервисным бюллетенем.

3.2. Нанесение наружной обязательной и технической маркировки.

3.3. Взвешивание самолета после покраски, включая слив и заправку топлива.

3.4. Обеспечение инженерно-технического сопровождения выполненных работ с выпиской сертификата «Release to service» Part-145 организацией.

4. Требования к предложению на оказание услуг по покраске самолета:

Предложение участника должно включать:

4.1. Фиксированную стоимость на

**Requirements regarding the
proposal for painting of aircraft
A319-111 VP-BNB MSN 2751.**

1. The terms of payment of Contract.

1.1 Payment shall be made by bank transfer.

1.2 Terms and payment condition: an advance payment shall be 20% of the fixed price before delivery of aircraft, the remaining amount shall be paid within 30 days after the work being completed and from the date of invoice.

2. Turnaround time (TAT) and location.

2.1 Period of the work accomplished 28.02.2019 – 08.03.2019 (9 days).

2.2 Place of work accomplished – European Union. In accordance with the lease of the aircraft.

3. Scope of works for service to be provided:

3.1. The painting of aircraft A319-111 VP-BNB MSN 2751) shall be performed in accordance with “Vueling Airlines” livery, including wings, pylons and horizontal stabilizer (except elevators).

3.2. The external mandatory and technical markings (decals) shall be applied.

3.3. The aircraft shall be weighted after the painting, including defueling / refueling.

3.4. The Performer shall provide an engineering support with issuing of “Release to service” certificate by Part-145 organization after the work performed .

4. Requirements for the proposal content:

The proposal of a bidder must include:

4.1. Fixed price for the works, as specified in clause 3.

4.2. Cost of manhour for additional works for exceedance thickness of paint removing.

4.3. Cost of the aircraft fuel disposal, if applicable

<p>выполнение работ, указанных в пункте 3;</p> <p>4.2. Стоимость нормочаса на выполнение дополнительных работ по удалению избыточного слоя краски.</p> <p>4.3. стоимость утилизации топлива, слитого с самолета, если отсутствуют условия его хранения</p> <p>4.4. Гарантию на выполнение работ (не менее 24 месяцев)</p> <p>5. Фиксированная стоимость должна включать:</p> <p>5.1. Стоимость выполнения работ, указанных в п.3.</p> <p>5.2. Предоставление ангарного пространства</p> <p>5.3. Поставку необходимых компонентов и материалов, комплекта внешней технической маркировки в соответствии с требованиями заказчика, а также изготовление трафаретов для нанесения ливреи и надписей в соответствии со схемой покраски.</p> <p>5.4. Стоимость материалов, логистических, транспортных услуг и иных услуг, необходимых для выполнения работ.</p> <p>5.5. Предоставление офиса с интернетом для представителей заказчика.</p> <p>5.6. Стоимость хранения слитого с самолета топлива, если применимо.</p> <p>6. Требования к исполнителю.</p> <p>6.1. Организация, выполняющая работы, должна иметь одобрение на выполнение внешней покраски данного типа самолетов от Европейских авиационных властей или от производителя самолетов.</p> <p>6.2. Исполнитель имеет право предоставить свой проект договора, с соблюдением при этом всех обязательных условий, прямо указанных в документации (в том числе в проекте договора Заказчика).</p>	<p>4.4. Warranty for the painting (not less than 24 months).</p> <p>5. Fixed price must include:</p> <p>5.1. Cost of the works, as specified in clause 3.</p> <p>5.2. Hangar space.</p> <p>5.3. Supplying of needed components and materials, external technical marking decal kit in accordance with Customer's requirements, including stencils for the livery details and the lettering in accordance with the Drawing.</p> <p>5.4. Cost of materials, logistic, transport and other service the work performing.</p> <p>5.5. Provision of an office with internet for Customer's representatives.</p> <p>5.6. Cost of fuel storage in case of defueling, if applicable</p> <p>6. Performer</p> <p>6.1. The Performer must have an approval from European Aviation Authority or aircraft manufacturer for aircraft exterior painting for this type of the aircraft.</p> <p>6.2. The Performer has the rights to provide an own variant of a contract with compliance of the essential conditions, which are set forth in the draft of the contract of the Customer in the Tender documentation..</p> <p>7. Quality requirements.</p> <p>Quality of the work performed shall meet of the requirements of manufacturer of the aircraft and design</p>
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<p>7. Требования к качеству выполнения работ.</p> <p>Качество выполняемых работ определяется в соответствии с требованиями производителя самолета и конструкторской документацией.</p>	<p>documentation.</p>
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Appendix 4
To Procurement Documentation

Draft Agreement

<p style="text-align: center;">SERVICE AGREEMENT</p> <p style="text-align: center;">BETWEEN</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">AND</p> <p style="text-align: center;">«ROSSIYA AIRLINES» JSC</p> <p>SERVICE AGREEMENT</p> <p>This Agreement No _____ is made and entered into this ____ 2018 by and between:</p> <p>1. _____</p> <p style="text-align: center;">and</p> <p>2. «ROSSIYA AIRLINES» JSC having its office at St. Petersburg, 196210 Russia, Pilotov str. 18/4, hereinafter referred to as “the Customer”.</p> <p>The subject matter of this Agreement is the Stripping and Repainting of Aircraft hereinafter referred to as "The Aircraft" with Appendix A</p> <p>Article 1. Periods and Locations</p> <p>2. Nature of Services</p> <p>3. Conditions and Warranty</p> <p>4. Prices and terms of payment</p> <p>5. Excusable Delays</p> <p>6. Loss or damage to the aircraft</p> <p>7. Insurance</p> <p>8. Interpretation and Jurisdiction</p> <p>9. Notices</p> <p>10. Miscellaneous</p> <p>11. Entire Agreement</p>	<p style="text-align: center;">СОГЛАШЕНИЕ О ПРЕДОСТАВЛЕНИИ УСЛУГ</p> <p style="text-align: center;">МЕЖДУ</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">И</p> <p style="text-align: center;">АО «АВИАКОМПАНИЯ «РОССИЯ»</p> <p>СОГЛАШЕНИЕ О ПРЕДОСТАВЛЕНИИ УСЛУГ</p> <p>Настоящее соглашение № _____ сделано и вступает в силу ____ 2018 г. между:</p> <p>1. _____</p> <p style="text-align: center;">и</p> <p>2. АО «АВИАКОМПАНИЯ «РОССИЯ», имеющая ее офис в Санкт-Петербурге, 196210 России, ул. Пилотов. 18/4, именуемый в дальнейшем “ЗАКАЗЧИК”.</p> <p>Предмет настоящего соглашения является перекрашивание самолетов именуемый в дальнейшем "Самолет" в соответствии с приложением А</p> <p>Статья 1. Период и Место оказания услуг</p> <p>2. Характер Услуг</p> <p>3. Условия и Гарантия</p> <p>4. Цены и условия платежа</p> <p>5. Простительные Задержки</p> <p>6. Потеря или повреждение самолета</p> <p>7. Страховка</p> <p>8. Интерпретация и Юрисдикция</p> <p>9. Уведомления</p>
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<p>ARTICLE 1. <u>PERIODS AND LOCATION</u></p> <p>1.1 The Services performed under this Agreement will be carried out at _____.</p> <p>Customer shall deliver the aircraft to PERFORMER with the conditions DAP (INCOTERM 2010) or other conditions, which set forth in commercial documents</p> <p>PERFORMER shall redeliver the aircraft to Customer with the conditions EXW (INCOTERMS 2010), or other conditions, which set forth in commercial documents .</p> <p>1.2 The turnaround time for the services under this Agreement are according to the schedule as outlined in Appendix A</p> <p>1.3 PERFORMER shall not be liable for delays in performing the services due to causes beyond its control and not resulting from its fault or negligence, as further specified under Article 7.</p> <p>1.4 This Contract comes into force after its signing and is valid to full execution of all the obligations by the parties under the present Contract. The contract should be closed till _____.</p> <p>ARTICLE 2. <u>NATURE OF SERVICES</u></p> <p>Scope of work: Stripping and repainting of the fuselage and sanding of the vertical fin and engine cowlings into Rossiya Airlines livery in accordance with standard industrial practices which consist of at least the following items:</p> <ol style="list-style-type: none"> 1.) Solvent wash and clean 2.) Mask all sensitive items, i. e. pitot / TAT probes, Static ports and engine intakes. 3.) Mask off areas of aircraft not to be refinished. 4.) Chemically strip metal areas of fuselage, abrasion strip composite surfaces, wings and . 5.) Rub down composite areas including rudder, fin, engine cowlings and wing to body 	<p>10. Прочие условия</p> <p>11. Полнота соглашения.</p> <p>СТАТЬЯ 1. <u>ПЕРИОД И МЕСТО ВЫПОЛНЕНИЯ УСЛУГ</u></p> <p>1.1 Услуги по настоящему соглашению, будут выполнены в _____.</p> <p>Заказчик предоставляет самолет для выполнения услуг на условиях DAP , (ИНКОТЕРМС 2010), либо на иных условиях, указанных в коммерческих документах.</p> <p>Исполнитель возвращает самолеты после выполнения услуг на условиях EXW , (ИНКОТЕРМС 2010), либо на иных условиях, указанных в коммерческих документах.</p> <p>1.2 Сроки выполнения работы для услуг по настоящему соглашению указаны в приложении А</p> <p>1.3 ИСПОЛНИТЕЛЬ не должен быть ответственным за задержки выполнения услуг из-за причин вне его контроля, за исключением его ошибки или небрежности, как далее определено в соответствии со Статьей 7.</p> <p>1.4 Этот Контракт вступает в силу после подписания и действителен к полному выполнению всех обязательств сторонами в соответствии с настоящим контрактом. Срок действия контракта заканчивается _____.</p> <p>СТАТЬЯ 2. <u>ПРЕДМЕТ УСЛУГ</u></p> <p>Объем работ: Смывка и перекрашивание фюзеляжа и абразивное удаление краски с вертикального стабилизатора и капотов двигателя в соответствии со стандартными методами, которые состоят из следующих пунктов:</p> <ol style="list-style-type: none"> 1.) Смывка и очистка 2.) предохранение датчиков и отверстий 3.) предохранение областей, которые не подлежат покраске. 4.) Химическая смывка металлической области фюзеляжа, абразивная очистка композита, крыльев и горизонтального стабилизатора.
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<p>fairings.</p> <p>6.) Remove sealant from joints of stripped areas and apply new sealant</p> <p>7.) Wash down complete areas to be refinished</p> <p>8.) Apply primer to all bare metal areas</p> <p>9.) Apply intermediate primer.</p> <p>10.) Paint a fuselage, fin and engine cowlings iaw «Vueling Airlines » livery,</p> <p>11) Paint wings, pylons and horizontal stabilizer (except elevators);</p> <p>12.) Line out and apply door bands.</p> <p>13.) Producing and apply mandatory and technical markings and stencils.</p> <p>14) Weighting of aircraft</p> <p>15.) Carry out final inspection and customer acceptance</p> <p>16). Engineering support by Part-145 organization</p> <p><i>Downtime:</i> 9 Days</p> <p>PERFORMER shall provide all materials necessary to undertake this task, including stencils and technical marking .</p> <p>The Customer shall provide the following detailed paint drawing.</p> <p>ARTICLE 3. <u>CONDITIONS AND WARRANTY</u></p> <p>3.1 It is agreed that PERFORMER will perform the services covered under this Agreement at accepted Airline Standards. However, PERFORMER only guarantees that the work completed is free from faulty workmanship and is not responsible for any discrepancies caused by materials and/or equipment supplied by supplied by the Customer.</p> <p>3.2 Upon completion of the work the Customer shall accept the Aircraft by signing of the acceptance the authorised Customer representative will be made known to PERFORMER, and will be the authorised signatory. Upon signing of acceptance statement, PERFORMER will not be responsible for any claims made other than as described in Article 3.3 below.</p> <p>3.3 It is agreed that PERFORMER, except for normal wear and tear, guarantee the work completed to be free from faulty workmanship for a period of 24 months from the date of completion</p>	<p>5.) протирка</p> <p>6.) Замена герметика</p> <p>7.) Мойка</p> <p>8.) Покраска грунтом</p> <p>9.) Вторичная покраска грунтом.</p> <p>10.) Покраска фюзеляжа, гондол двигателей и вертикальный стабилизатор в соответствии со схемой Авиакомпании «Vueling Airlines»,</p> <p>11) Покраска крыльев, пилонов двигателей и горизонтального стабилизатора (за исключением рулей высоты.</p> <p>12.) Нанесение дверных окантовок.</p> <p>13.) Изготовление и нанесение технической маркировки и трафаретов</p> <p>14.) Взвешивание самолета.</p> <p>15) Выполнение окончательной проверки и приемка заказчиком.</p> <p>16) Инженерная поддержка Part-145 организацией</p> <p><i>Время выполнения работ:</i> 9 Дней</p> <p>ИСПОЛНИТЕЛЬ должен обеспечить все необходимые материалы, включая трафареты и технические наклейки.</p> <p>ЗАКАЗЧИК, обеспечивает детальную Схему покраски</p> <p>СТАТЬЯ 3. <u>УСЛОВИЯ И ГАРАНТИЯ</u></p> <p>3.1 Согласовано, чтобы ИСПОЛНИТЕЛЬ выполнит услуги по настоящему соглашению в принятых Стандартах Авиакомпании. Однако, ИСПОЛНИТЕЛЬ гарантирует качество выполненной работы, но не отвечает за любые несоответствия, вызванные материалами и/или оборудованием, поставляемым Заказчиком.</p> <p>3.2 После завершения работы ЗАКАЗЧИК должен принять Самолет при подписании акта уполномоченным представителем заказчика. После подписания акта ИСПОЛНИТЕЛЬ не будет ответственен за любые претензии, кроме как описано в Статье 3.3 ниже.</p> <p>3.3 Согласовано, чтобы ИСПОЛНИТЕЛЬ, за исключением естественного износа, гарантирует отсутствие дефектов покраски в течение 24 месяцев от даты завершения услуг.</p>
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<p>of the services.</p> <p>If the work performed fails to comply with the warranty as set forth in this article, PERFORMER will remedy such discrepancies at a time and place mutually agreed upon by PERFORMER and the Customer.</p> <p>However, PERFORMER limits the warranty to the actual cost of the remedy and is not liable for any consequential losses due to the performance of the remedy and costs involved for the positioning of the Aircraft.</p> <p>3.4 PERFORMER can only guarantee the paint work which will be applied by PERFORMER and cannot be obligate for the scratches, which appear during the warranty period.</p> <p>3.5 PERFORMER shall not be responsible for any adverse effect to the aircraft services performed on the aircraft caused by improper handling and/or operation of the Aircraft, including but not limited to:</p> <ul style="list-style-type: none"> a) Maintenance b) Refuelling or defuelling c) Adverse runway operations d) Incorrect washing procedures e) Bird-Strike f) Use of chemicals and/or lubricants which have adverse effect on the paint work or interior. g) Weather conditions i.e. lightning-strikes, hail-storms and/or icing. h) Normal erosion areas of aircraft i.e. radome, cockpit window areas, leading edge of all high drag areas of the aircraft. <p>ARTICLE 4. <u>PRICES AND TERMS OF PAYMENT</u></p> <p>4.1 Fixed Price per aircraft as per scope of work: TBD</p> <p>Payment to be made in _____ to _____ bank details as follows:</p> <p>The invoice for payment should be sent by Performer to amd9@rossiya-airlines.com without any undue delay immediately after issuance but not later than 10 business days prior to the</p>	<p>При возникновении дефектов в течение гарантии как указано в этой статье, ИСПОЛНИТЕЛЬ исправит такие несоответствия по взаимному согласованию между ИСПОЛНИТЕЛЕМ и ЗАКАЗЧИКОМ.</p> <p>ИСПОЛНИТЕЛЬ ограничивает гарантию реальной стоимостью устранения несоответствий и не будет нести ответственность за какие-либо косвенные убытки, связанные с выполнением, а так же возмещением затрат, связанных с простоем ВС.</p> <p>3.4 ИСПОЛНИТЕЛЬ гарантирует качество только той покраски, которая выполнена ИСПОЛНИТЕЛЕМ и не отвечает за царапины, полученные в течение срока гарантии.</p> <p>3.5 ИСПОЛНИТЕЛЬ не отвечает за недостатки в техобслуживании воздушных судов и эксплуатации, включая, но не ограничиваясь:</p> <ul style="list-style-type: none"> a) Техобслуживание b) Дозаправка или слив топлива c) Использование некачественных ВПП, d) Неправильные процедуры мойки, e) Столкновение со стаей птиц f) Использование химикатов и/или смазок, у которых есть отрицательное воздействие на краску или интерьер. g) Погодные условия, молнии, ливни и/или обледенение. h) Нормальные области эрозии самолета, то есть обтекателя антенны радиолокационной станции, области окон кабины. <p>СТАТЬЯ 4. <u>ЦЕНЫ И УСЛОВИЯ ПЛАТЕЖА</u></p> <p>4.1 Фиксированная стоимость для перекрашивания одного самолета : TBD</p> <p>Оплата, должна производиться в _____ на банковские реквизиты:</p> <p>Счет на оплату должен быть отправлен Исполнителем на amd9@rossiya-airlines.com без какой-либо неоправданной задержки сразу</p>
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<p>payment due date. If Performer fails to provide invoices in time, payment date shall be rescheduled accordingly.</p> <p>The invoice for payment must be issued upon completion of the work and before the departure of the aircraft.</p> <p>Payment will be done from following «ROSSIYA AIRLINES» JSC account:</p> <p>4.2 Payment Terms as Follows:</p> <p>4.2.1 The Customer shall pay to PERFORMER 20% of the fix. price before delivery of aircraft for realisation of this Contract:</p> <p>2. remaining amount shall be paid within 30 days after completion of work and from date of invoice.</p> <p>4.3 Any additional work, which is argeed by the Customer shall be invoiced as an extra charge.</p> <p>4.4 Parties shall pay bank fees, if any, charged by their appropriate banks. For avoidance of any doubt Parties shall not pay any bank fees charged by a bank of the other Party.</p> <p>ARTICLE 5. <u>EXCUSABLE DELAYS</u></p> <p>5.1 PERFORMER shall not be liable for, nor be in default by reason of, any failure or delay in performance of its obligations under this Agreement, where such failure or delay is caused by Force Majeure, acts of Government, riots or civil commotions, strikes, lockouts or other labour disturbances, fire, machinery, delay in supply and/or transit of materials, components, parts of assemblies from suppliers of sub-contractors, or any other cause or peril, whether of the same or of another nature, beyond PERFORMER 's reasonable control.</p> <p>5.2 PERFORMER delays the performance of its tasks due to any of the following reasons:</p>	<p>после выпуска, но не позднее, чем за 10 рабочих дней до даты платежа. Если Исполнитель не может своевременно предоставлять счет, дата платежа должна быть перенесена соответствующим образом.</p> <p>Счет на оплату должен быть выставлен после завершения работ и до вылета самолета.</p> <p>Оплата будет сделана от следующего счета АО «Авиакомпания «Россия» :</p> <p>4.2 Условия оплаты:</p> <p>4.2.1 ЗАКАЗЧИК должен уплатить 20% фиксированной стоимости перед поставкой самолета для реализации этого Контракта:</p> <p>2. оставшаяся сумма выплачивается в течение 30 дней после окончания работ и получения счета.</p> <p>4.3 По любой дополнительной работе, согласованной с ЗАКАЗЧИКОМ, выставляется доп. счет.</p> <p>4.4. Стороны будут оплачивать банковские сборы, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какие-либо банковские сборы, наложенные банком другой Стороны.</p> <p>СТАТЬЯ 5. <u>ПРОСТИТЕЛЬНЫЕ ЗАДЕРЖКИ</u></p> <p>5.1 ИСПОЛНИТЕЛЬ не должен быть ответственным за любой отказ или задержку исполнения его обязательств по настоящему соглашению, где такой отказ или задержка вызваны Форс-мажором, действиями правительства, беспорядков или гражданских волнений, забастовок, локаутов или других трудовых беспорядков, пожара, задержки поставки и/или транзита материалов, компонентов, от поставщиков субподрядчиков, или по любой другой причине или опасности, вне надлежащего контроля ИСПОЛНИТЕЛЯ.</p> <p>5.2 ИСПОЛНИТЕЛЬ отсрочит исполнение</p>
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<p>A. delay in stage payments, B. late arrival of the aircraft C. maintenance being carried out on the aircraft by any maintenance performer during the time allocated for the service, to the extent that such maintenance prevents the performance of PERFORMER. D. any other delay caused by the Customer.</p> <p>If the delay in the performance of work is related to the above reasons, then the responsibility for the additional costs in this regard is borne by the CUSTOMER</p> <p>5.3 If the Customer by any enforceable reason cannot deliver the aircraft at the date agreed upon in the contract, the Customer will notify PERFORMER with a minimum of 30 days of the input date. In doing so, PERFORMER cannot claim according to article 5.2.</p> <p>5.4. The new input date will be mutually agreed by both parties.</p> <p>ARTICLE 6. <u>LOSS OR DAMAGE TO THE AIRCRAFT</u></p> <p>6.1 During the works are carrying out since incoming till the Customer sign an acceptance certificate the Performer shall bear the full risk of any damage to, or loss of the aircraft, or any part thereof, except when due to Customer's gross negligence or wilful misconduct. In this case PERFORMER reserve the right to cease further performance of the services on subject aircraft, whereupon the Customer shall pay PERFORMER for all the services proffered up to such date together with the cost of any commitments undertaken by PERFORMER and documented to in contemplation of completion of the services which cannot be cancelled, recovered or otherwise utilised.</p> <p>ARTICLE 7. <u>INSURANCE</u></p> <p>7.1 The Customer shall procure that suitable</p>	<p>услуг из-за любой из следующих причин:</p> <p>A. задержка очередных платежей, B. позднее прибытие самолета C. обслуживание, выполняемое кем либо на самолете, в течение времени, предназначенного для услуги, если это мешает работе ИСПОЛНИТЕЛЯ, D. любая другая задержка вызванная ЗАКАЗЧИКом.</p> <p>Если задержка в выполнении работ связана с указанными выше причинами, то ответственность за дополнительные расходы в связи с этим несет ЗАКАЗЧИК.</p> <p>5.3 Если ЗАКАЗЧИК по какой-либо причине не может поставить самолет вовремя, ЗАКАЗЧИК уведомит ИСПОЛНИТЕЛЯ с минимумом за 30 дней. При этом, ИСПОЛНИТЕЛЬ не может применить статью 5.2.</p> <p>5.4 Новая входная дата будет взаимно согласована обеими сторонами.</p> <p>СТАТЬЯ 6. <u>ПОТЕРЯ ИЛИ ПОВРЕЖДЕНИЕ САМОЛЕТА</u></p> <p>6.1 Во время проведения работ с момента прибытия и до подписания Заказчиком акта приемки, Исполнитель несет полную ответственность за любой ущерб или потерю воздушного судна или любой его части, за исключением случаев, когда это связано с грубой небрежностью или умышленными действиями Заказчика. В этом случае Исполнитель оставляет за собой право прекратить дальнейшее выполнение услуг воздушных судах, после чего Заказчик должен оплатить Исполнителю за услуги, выполненные до этой даты, вместе со стоимостью любых задокументированных обязательств, взятых Исполнителем для завершения услуг, которые не могут быть отменены, или использованы иным образом.</p> <p>СТАТЬЯ 7. <u>СТРАХОВКА</u></p> <p>7.1 ЗАКАЗЧИК должен обеспечить подходящие полисы для страховки самолета во время периода услуг относительно:</p>
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<p>policies for insurance are maintained in full force and effect in respect of the aircraft during the period of the services in respect of:</p> <p>7.2 All risk, hull and engine insurance upon the aircraft as well as all engines and components installed thereon;</p> <p>7.3 Third party liability and property damage insurance in respect of each of the aircraft (as well as in respect of the engines and components installed thereon).</p> <p>7.4 Relevant insurance documents will be aboard aircraft.</p>	<p>7.2 Страхование Всех рисков, фюзеляжа и двигателей на самолете, а так же компонентов;</p> <p>7.3 Ответственность перед третьими лицами и страхование имущества от порчи относительно каждого из самолетов (так же как относительно двигателей и компонентов).</p> <p>7.4 Соответствующие страховые документы будут на борту самолета.</p>
<p><u>ARTICLE 8. INTERPRETATION AND JURISDICTION</u></p> <p>8.1 The parties agree that the applicable law to this Agreement is the _____.</p> <p>8.2 In case of any dispute between the parties relating to or arising out of the conclusion, interpretation or performance of this Agreement, each party shall use its best efforts to settle such dispute in a friendly manner, during the following 30 (thirty) days.</p>	<p><u>СТАТЬЯ 8. ИНТЕРПРЕТАЦИЯ И ЮРИСДИКЦИЯ</u></p> <p>8.1 Стороны соглашаются, что применяемым правом по настоящему Соглашению является _____.</p> <p>8.2. В случае любого спора между сторонами, касающимися или проистекающими из заключения, интерпретации или исполнения настоящего соглашения, каждая сторона должна принять все возможные меры, чтобы урегулировать такой спор в дружественной манере, в течение следующих 30 (тридцать) дней.</p>
<p><u>ARTICLE 9. NOTICES</u></p> <p>9.1 Any notice, invoice or communication required or permitted to be given by PERFORMER to the Customer under this Agreement shall be forwarded to the following address:</p> <p>196210 Saint-Petersburg, Russia Pilotov str. 18/4 «ROSSIYA AIRLINES» JSC</p> <p>Telephone: Email: A.Sidorov@rossiaya-airlines.com</p> <p>9.2 Any notice, or communication required or permitted to be given to PERFORMER by the Customer under this Agreement shall be forwarded to the following address:</p>	<p><u>СТАТЬЯ 9. УВЕДОМЛЕНИЯ</u></p> <p>9.1 Любое уведомление ИСПОЛНИТЕЛЕМ ЗАКАЗЧИКА по настоящему соглашению, должны быть отправлены следующему адресу:</p> <p>196210 Санкт-Петербурга, Россия ул. Пилотов 18/4 АО «АВИАКОМПАНИЯ «Россия»</p> <p>Телефон: Электронная почта: A.Sidorov@rossiaya-airlines.com</p> <p>9.2. Любое уведомление, ИСПОЛНИТЕЛЯ ЗАКАЗЧИКОМ по настоящему соглашению, должно быть отправлено по следующему адресу:</p>

ARTICLE 10. MISCELLANEOUS

10.1. Within the date of signing of this Agreement PERFORMER shall provide the Customer with the information in respect to all it's owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to structure of executive bodies according to the form of the Exhibit C, attaching confirming documents. In case the above-named information was provided in period from 01/01/2012 till the moment of signing this Agreement, this Agreement will be considered to be executed.

10.2. In case of any changes in the above-mentioned chain of owners, including ultimate beneficiaries, or in the structure of executive bodies of PERFORMER the latter shall inform the Customer about them, with the confirming documents attached.

10.3. If PERFORMER waives to provide to Customer the mentioned above information the Customer shall be entitled to waive the Agreement unilaterally and within the extrajudicial procedure, having notified PERFORMER thereabout three calendar days prior to the date of termination.

ARTICLE 11. Anti-Corruption Clause

11.1. While performing its obligations under the Agreement, the Parties, their employees do not pay, do not offer to pay, and do not acquiesce in payment of any money or values, directly or indirectly, to any people for influencing the acts or decisions of those people so as to obtain any unfair preferences or for any other inappropriate end.

While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to

СТАТЬЯ 10. ПРОЧИЕ УСЛОВИЯ

10.1. Не позднее даты подписания Соглашения ИСПОЛНИТЕЛЬ предоставит ЗАКАЗЧИКУ сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов согласно по форме Приложения С, с приложением подтверждающих документов. Сведения, предоставленные в период с 01.01.2012 г до момента подписания настоящего договора являются исполнением настоящего условия.

10.2. В случае внесения каких-либо изменений в цепочку собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов ИСПОЛНИТЕЛЬ обязан в течении 5-ти календарных дней незамедлительно уведомлять об этом ЗАКАЗЧИКа с предоставлением подтверждающих документов.

10.3. Если ИСПОЛНИТЕЛЬ отказывается предоставить ЗАКАЗЧИКУ указанную выше информацию, ЗАКАЗЧИК вправе в одностороннем внесудебном порядке расторгнуть Договор, уведомив об этом Исполнителя за 3 (три) календарных дня до даты расторжения.

СТАТЬЯ 11. Антикоррупционная оговорка

11.1. 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. При исполнении своих обязательств по Договору Стороны, их работники не осуществляют действия, квалифицируемые применимым для целей Договора законодательством как дача/получение взятки,

<p>legitimization of proceeds of crime.</p> <p>11.2. If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in paragraph 11.1, 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 11.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.</p> <p>11.3. In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 11.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.</p> <p>ARTICLE 11. ENTIRE AGREEMENT</p>	<p>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>11.2. В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 11.1, 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 нарушение каких-либо положений пункта 11.1 другой Стороной, её работниками, выражающееся в действиях, квалифицируемых применимым законодательством как дача или получение взятки, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действиях, нарушающих требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем. После получения письменного уведомления Сторона, в адрес которой оно направлено, направляет подтверждение, что нарушения не произошло или не произойдет. Это подтверждение должно быть направлено в течение 30 (тридцати) календарных дней с даты получения письменного уведомления.</p> <p>11.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 11.1, другая Сторона имеет право расторгнуть Договор в одностороннем внесудебном порядке, направив письменное уведомление о расторжении. Договор считается расторгнутым по истечении 30 (тридцати) календарных дней от даты получения Стороной соответствующего письменного уведомления о расторжении Договора. Сторона, по инициативе которой был расторгнут Договор в соответствии с положениями настоящего пункта, вправе требовать возмещения реального ущерба, возникшего в результате такого расторжения Договора. Срок возмещения ущерба составляет 30(тридцать) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был</p>
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<p>This Agreement is the entire Agreement between the parties hereto.</p> <p>The Agreement shall not be varied other than in writing signed by the duly authorised representative(s) of each party.</p> <p>In witness whereof, the parties hereto have set their hand and signature on the day first herein above mentioned.</p> <p>_____</p>	<p>расторгнут Договор.</p> <p>СТАТЬЯ 11. <u>ПОЛНОТА СОГЛАШЕНИЯ</u></p> <p>Настоящее Соглашение является полным соглашением между сторонами.</p> <p>Соглашение не должно быть изменено, кроме как в письменной форме, подписанное должным образом уполномоченным представителем (ями) каждой стороны.</p> <p>В удостоверение чего, стороны подписали в день, вышеупомянутый в начале.</p> <p>АО«Авиакомпания «Россия»:</p>
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Appendix A / Приложение А

Дата/Date	A 319	MSN
28.02.2019- 08.03.2019	VP-BNB	2751

ФОРМА Информация о контрагенте

№	Наименование контрагента (ИНН, вид деятельности)						Договор (реквизиты, предмет, цена, срок действия и иные существенные условия)					№	Информация о цепочке собственников контрагента, включая бенефициаров (в том числе конечных)						
	ИНН	ОГРН	Наименовани е контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Серия и номер документа, удостоверяю щего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенны е условия		ИНН	ОГРН	Наименование/ ФИО	Адрес места нахождения адрес регистрации	Серия и номер документа, удостоверяющего личность (для физического лица)	Руководите ль/ участник/ акционер/ бенефициар / данные об исполнител ьном органе	Информация о подтверждаю щих документах (наименование , реквизиты и т.д.)
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							

Должность, инициалы, фамилия руководителя контрагента _____
Печать (подпись, дата)

Примечание: В таблице указывается подробная информация о цепочке собственников контрагента (учредители/акционеры: в отношении учредителей/акционеров, являющихся юридическими лицами, данные об их учредителях и т.д.), включая конечных бенефициаров:
1.1, 1.2 – собственники контрагента по договору (собственники первого уровня);
1.1.2, 1.2.1, 1.2.2 и т.д. – собственники организаций 1.1 (собственники второго уровня)
и далее – по аналогичной схеме до конечного бенефициара (1.1.3.1).

ИСПОЛНИТЕЛЬ:

ЗАКАЗЧИК:

Appendix 1 to the CONTRACT

Contractor’s Information

No.	Contractor’s name (INN, activity type)	Contract (details, subject, price, validity period and other material terms and conditions)	No.	Information about the contractor’s chain of ownership, including the beneficiaries (ultimate beneficiaries)
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	INN	OGRN	Contractor's name	OKVED code	Surname, first name, patronymic of CEO	Authority and number of the document to identify CEO	Number and date	Subject of the contract	Price (RUR, mln)	Validity period	Other material terms and conditions		INN	OGRN	Name/ Surname, first name, patronymic	Location/ place or registration address	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 contractor's CEO _____

L.S. _____ signature _____ /date/

Note. The table shall contain the detailed information about the contractor's chain of ownership (founders/ shareholders; with respect to founders/ shareholders, which are legal entities, information on their founders, etc.), including the ultimate beneficiaries:

1.1, 1.2 – owners of the contractor under contract (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)

THE CONTRACTOR:

THE CUSTOMER:
