

Approval date	14	04	2020
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Public request for	Competitive selection	not in electronic form
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Requests receiving place		Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/		
Date for the requests receiving commencement		14	04	2020
Date and time for the request receiving completion		30	04	2020 10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results		Date for examination of procurement bidder proposals 06.05.2020		
		Date for summarizing of results 06.05.2020		
Commencement date for providing clarifications on procurement documentation			14	04 2020
Completion date for providing clarifications on procurement documents			24	04 2020
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	End of Lease Maintenance Service for CFM56-5B engine serial number 569389.			
Number of lots				

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		End of Lease Maintenance Service for CFM56-5B engine.			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
50 000	USD	1	Conventional unit	33.16	33.16.10.000
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services			Contractor's repair base		

Term and Payment Procedure for Goods (Work. Service)	<p>The 20% of the agreed cost shall be settled within 10 business days upon issuance of the invoice.</p> <p>Remaining 80% of the agreed cost and additional costs agreed with the Customer, if any, are paid after the aircraft is put into operation within 30 calendar days after the invoice is issued.</p> <p>The invoice for payment should be sent by Contractor to amd9@rossiya-airlines.com.</p>
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	<p>Applicable</p> <p>the procurement participant has the right to propose a counter draft contract in compliance with all the mandatory conditions directly specified in the procurement documentation</p>

Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	K1 - Fixed Price <u>per one engine replacement</u> (in USD)
Points Calculation Procedure for Criterion 1	<p>Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$, where</p> <ul style="list-style-type: none"> - S_{bas} – the best (the lowest) proposal among all bidders' proposal; - S_{quot} – bidder's proposal to be evaluated; - K – value of maximum score of this criterion.
Maximum number of points for criterion 1	75
Name of Criterion 2	K2 - Labor Man-Hour Rate (in USD)
Points Calculation Procedure for Criterion 2	<p>Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$, where</p> <ul style="list-style-type: none"> - S_{bas} – the best (the lowest) proposal among all bidders' proposal; - S_{quot} – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 2	20
Name of Criterion 3	K3 - Engineering Man-Hour rate (in USD)
Points Calculation Procedure for Criterion 3	<p>Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$, where</p> <ul style="list-style-type: none"> - S_{bas} – the best (the lowest) proposal among all bidders' proposal; - S_{quot} – bidder's proposal to be evaluated;

	- K – value of maximum score of this criterion
Maximum number of points for criterion 3	2
Name of Criterion 4	K4 - Mark up on material (in %)
Points Calculation Procedure for Criterion 4	Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$, where - S_{bas} – the best (the lowest) proposal among all bidders' proposal; - S_{quot} – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 4	1
Name of Criterion 5	K5 - Subcontracted services mark up (in %)
Points Calculation Procedure for Criterion 5	Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$, where - S_{bas} – the best (the lowest) proposal among all bidders' proposal; - S_{quot} – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 5	1
Name of Criterion 6	K6 - Handling Fee for Customer furnished materials per item (in %)
Points Calculation Procedure for Criterion 5	Scores will be calculated using the following formula: $S_{bas} / S_{quot} \times K$, where - S_{bas} – the best (the lowest) proposal among all bidders' proposal; - S_{quot} – bidder's proposal to be evaluated; - K – value of maximum score of this criterion
Maximum number of points for criterion 5	1
Maximum number of points for all criterion	100
<p>K of the Bidder = $K_1 + K_2 + K_3 + K_4 + K_5 + K_6$</p> <p>The following methodology will be used for a comparative evaluation of the requests of the participants in the request for proposals for the selection of the supplier (Given that the delivery to the repair station will be organized by the customer on EXW terms: location of the</p>	

repair station):

$$C = P + T1 + T2 + T3 + T4$$

Where:

C is the price of the contract.

P - supplier price (Fix price) on delivery terms EXW - location of the repair station

T1 - fees for customs clearance (upon delivery to the repair station).

T2 - customs duty. (upon delivery to the repair station).

T3 - the cost of services of the customs representative. (upon delivery to the repair station).

T4 - the cost of transportation (when delivered to a repair station).

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 (I-GD-241-18 Edition 4).

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 an indefinite circle of persons to give proposals under the procurement procedure.

The procedure for the competitive selection/price selection 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 competitive selection/price selection 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 has the right to refuse competitive selection or price selection for one or more subject of purchase (lot) before the date and time for the request receiving completion on the procurement procedure. The decision about competitive selection or price selection refuse (refusal notice to purchase) shall be placed in a unified information system on the day of such decision.

1.5. At any time before the end (expiration) of the request receiving completion for participation in competitive selection or price selection, the customer may, on its own initiative or in response to the request of any applicant, make changes to the procurement notice of competitive selection or price selection, procurement documentation.

1.6. Within three days from the date of adoption of the decision on need for change the procurement notice carrying out competitive selection or price selection or procurement documentation such changes shall be placed by the customer in unified information system.

1.7. In the case of changes in the procurement notice or procurement documentation of competitive selection or price selection, the deadline for the request receiving completion for participation in such procurement procedure shall be extended so that from the date of

placement in the unified information system of these changes until the Date and time for the request receiving completion for participation in such procurement was not less than half of the deadline for submission of applications for participation in such procurement, established by the procurement regulations for this procurement method.

2. Procedure for Submission of Requests

2.1. To participate in the competitive selection/price selection the bidder shall prepare a request for participation in the procurement procedure 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 competitive selection/price selection (lot).

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

2.3. The bidder may amend or withdraw a submitted Request for participation in the competitive selection/price selection not later than the deadline for submission of Requests for participation in the competitive selection/price selection. 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. Form and procedure for Clarifications on the Points of the Procurement Documentation to the Bidders

3.1. Any bidder of the competitive procurement process may submit the customer in the order stipulated by the Federal law No. 223-FZ and regulations on procurement, an inquiry for clarification of the of the points of the procurement notice and (or) procurement documentation.

Within three working days from the date of receipt of the inquiry, the customer shall clarify the provisions of the competitive procurement documentation and place them in in the unified information system indicating the subject of the inquiry, but without specifying the name of participant of such procurement from whom the inquiry was received.

In this case, the customer has the right not to carry out such an explanation if the specified request was received later than three working days before the deadline of the date and time for the request receiving completion for participation in such procurement procedure.

3.2. In the implementation of competitive procurement process in electronic form, the direction by the participants of such inquires for clarification of the points of the of the procurement notice and (or) procurement documentation shall be provided by the operator of the electronic platform on the electronic platform.

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).

5.2.

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.

8.1.8. The procurement bidder shall provide a certified information about the absence/presence of affiliation of the bidder with the employees of the Customer and their close relatives.

8.2. 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).

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

9.5. 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.

9.6. 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 Assessment and Comparison for Requests to Participate in Procurement and summarizing of results

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

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

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

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

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

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

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

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

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

- a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;
- b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;
- c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;
- d) a failure to provide clarifications on the request for participation in the competitive selection 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 procurement procedure is received by the completion date for submission of requests for participation in the competitive selection/price selection established by procurement documentation, such the competitive selection/price selection shall be deemed failed.

10.5. If procurement documentation provides for two or more lots, the competitive selection/price selection 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 procurement procedure is received by the customer by the completion date for submission of requests set by procurement documentation, despite the competitive selection/price selection is recognized failed, the competition commission shall examine it in the manner contemplated by this documentation. If the request for participation in the procurement procedure being examined and the procurement bidder submitted such request conform with the requirements and terms contemplated by procurement documentation, 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 competitive selection/price selection. 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 competitive selection/price selection 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 competitive selection/price selection the Competition Commission is necessary to extend 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 the competitive selection/price selection the customer shall, within one working day after a decision is made by the competition commission on extension 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 competitive selection/price selection.

10.10.1. It shall be recognized the Winner in the price selection that procurement bidder which conforms to the requirements set by procurement competitive selection/price selection 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 competitive selection 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 competitive selection is assigned number one. The assignment of the sequence number to each request for participation in the competitive selection 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 competitive selection which has gained the highest final point. The final point of each request for participation in the competitive selection shall be calculated by adding points for each criterion for the assessment of such request.

If more than one requests for participation in the competitive selection 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 competitive selection which has

been received earlier than other requests for participation in the competitive selection which contain such terms.

10.11. Based on the results of examination and assessment of requests the competition commission shall issue a record. The Record shall be signed(adopted) 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 three calendar days from the date of receipt of the agreement from the customer.

10.14. Should the winner in the price selection 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 request. Such bidder is not entitled to waive the conclusion of the agreement.

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

10.15. Should the winner in the competitive selection 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 competitive selection is not entitled to waive the conclusion of the agreement.

10.16. In case of refusal of the customer to enter into a contract with the winner of the price selection or a participant who offered the same price in the application as the winner, or an offer on the price of the contract which contains the best conditions following after the proposed winner, as well as in the case of refusal of the customer to enter into a contract with the winner of the competitive selection and the participant whose application was assigned a second number, the customer shall place information about the refusal in the unified information system within 3 days from its signature.

10.17. The customer has the right after the completion of the qualifying stage to decide on the re-bidding for one, several or all the criteria for evaluation and comparison of applications specified in the procurement documentation. If the Record of the qualifying stage procurement is not defined the criterion for the evaluation and comparison of bids, at which the participants of procurement to provide improved information applications, when re-bidding is allowed providing improved information applications on all criteria of evaluation and comparison of bids specified in the documentation for the purchase.

10.18. If the Record of consideration of applications at the qualifying stage the procurement is listed on carrying out rebidding, the Record establishes the possibility for the participants of procurement to provide an improved information applications and specific date and time after the reception of improved information of the application, and, if necessary, criteria for the evaluation and comparison of proposals which need to be rebidded.

10.19. After conducting of rebidding the winner is determined in the manner prescribed for the method of procurement, in accordance with the evaluation criteria stipulated in the conditions of the procurement procedure.

10.20. All participants whose applications were not rejected on the results of the selection stage of the procurement procedure has the right to participate in the rebidding.

10.21. Bidder has the right not to improve the details of the application and has no right to worsen the details of the application. If the participant did not provide improved information of the application or provided worsen information of the application, the previous version of the application is valid.

11. Consequences of Recognizing the competitive selection/price selection Failed

11.1. Should the competitive selection/price selection be recognized failed and/or the agreement is not concluded with the procurement bidder which has submitted the only request for participation in the competitive selection/price selection or recognized the only bidder in the procurement procedure, the Customer may hold the repeated competitive selection/price selection 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 Procurement Procedure

Appendix 2: Bidder Questionnaire Form Procurement Procedure

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 competitive selection/price selection 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 competitive selection/price selection
Quote: <ol style="list-style-type: none"> 1. Fixed Price per one engine replacement _____ in USD excluding VAT. 2. Labor Man-Hour Rate _____ in USD excluding VAT. 3. Engineering Man-Hour rate _____ in USD excluding VAT. 4. Mark up on material _____ %. 5. Subcontracted services mark up _____ %. 6. Handling Fee for Customer furnished materials per item _____ %. 7. Place of work _____.
2. This Request for participation in the competitive selection/price selection, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.

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 competitive selection/price selection 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 competitive selection/price selection 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 procurement procedure after the deadline for submission of bids.</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 _____	

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

4. Appendices to the Bidder Questionnaire Form:

Description of Document	Number of Pages
1. Commercial offer	
2. Copies of incorporation documents (Certificate of State Registration, Articles of Association, Incorporation Agreement).	
3. 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 the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
4. A decision on approval or execution of a major transaction (or documents confirming that the transaction is not large) if the requirement to have such a decision for a major transaction is established by the legislation of the Russian Federation, the constituent documents of the legal entity and if for the bidder supplying of goods, performance of works, provision of services that are the subject of the contract, or the introduction of security for the application, enforcement of the contract, is a major transaction.	
5. The reference confirming that the procurement bidder has the absence of the shortage on taxes, fees, debt on other obligatory payments in budgets of the budget system of the Russian Federation issued by the relevant divisions of Federal tax service and off-budget funds not earlier than 3 months prior to the date of placement of the notice.	
6. 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 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 procurement procedure shall also include a document evidencing the powers of such person.	
7. 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).	
8. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
9. 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.	

10. 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.

Contact person

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

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

Principal

(title of the Principal)

_____ (signature)

_____ (state initials, last name)

SEAL

Date of Issuance

_____ (DD)

_____ (MM)

_____ (YYYY)

Appendix 3
To Procurement Documentation

Terms of Reference

Subject-matter of the procurement	End of Lease Maintenance Service for CFM56-5B engine serial number 569389.		
Nomenclature, description of products (work, service)	Units of Measurement	Quantity	Units of Measurement
<p>End of Lease Maintenance Service is required for:</p> <ol style="list-style-type: none"> 1. End of Lease Maintenance check of CFM56-5B6/3 engine with serial number 569389 as specified in Table 2. 2. Test cell run; 3. Preservation of the engine for period up to 365 days; 4. Full gas path video borescope inspection (including inspection of 360 Deg. LPT Stg.1 nozzles) 5. Certification with FAA 8130-3 and EASA Form One serviceability tag containing a dual FAA/EASA maintenance release to service statement. 	Conventional unit	1	No
Delivery place of goods, performance of works and provision of services (address)	Contractor's repair base		
Dates or schedule of shipment/delivery of goods, the performance of works and provision of services	<p>The period is 01.07.2020 – 15.07.2020</p> <p>The period may be changed by mutual agreement between the Parties</p>		
Requirements for acceptance of goods, work, service	<p>After completed Maintenance Service, the maintenance organization shall provide to the customer with reporting documentation in according to EASA requirements. Documentation shall include:</p> <ul style="list-style-type: none"> • certificate FAA 8130-3 and EASA Form One serviceability tag containing a dual FAA/EASA maintenance release to service statement. The certificate shall state the reason for the engine removal "Engine removed in serviceable condition". • Test Cell Report per ESM 72-00-00, which shows all Engine parameters at Hot Day Take-off; 		

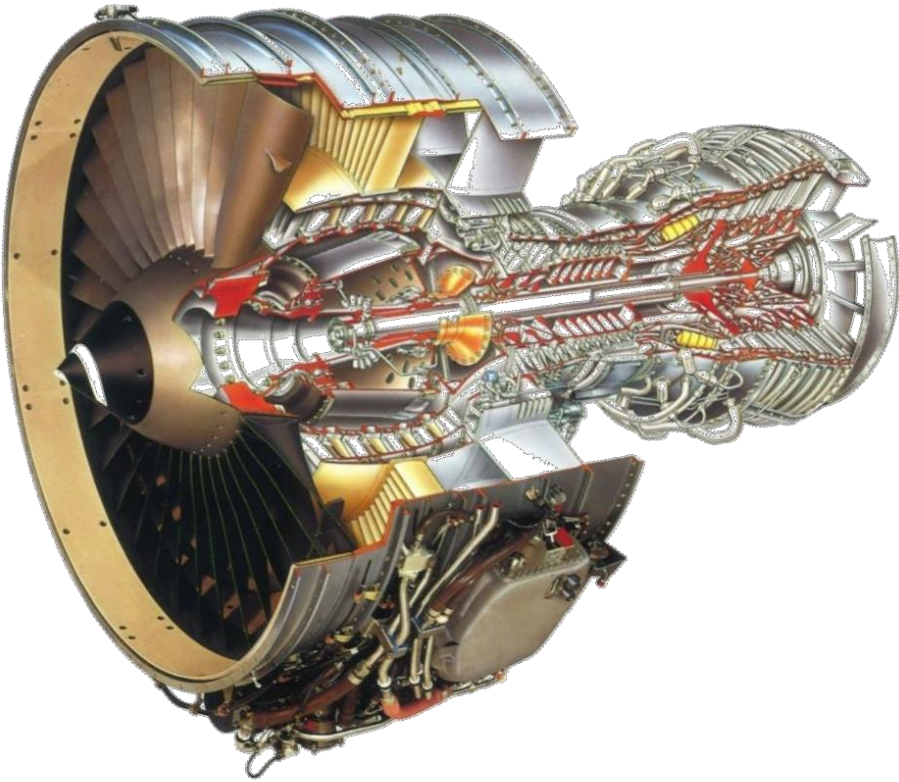
	<ul style="list-style-type: none"> • Engine BSI report with video; • Engine preservation documentation • End of Lease Maintenance Check list
<p>Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, 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 compliance of goods to be supplied, works to be performed, service to be provided with the customer needs</p>	<p>The Maintenance Service should be performed in accordance with actual applicable revision of Airbus A320 AMM and CFM56-5B ESM.</p> <p>The Maintenance Service has to be performed by maintenance repair organization having FAA and EASA Part 145 certificate for the accomplishment of all levels of Maintenance Service ordered in the Workscope provided in these terms of reference.</p> <p>Any PMA parts or Non-OEM repaired parts are not acceptable to use during the Maintenance Service of the engine.</p> <p>Maintenance repair organization is responsible for the supply of all necessary replacement parts, expendables or consumables for the Maintenance Service of the engine through its logistics system with prior notification of the Customer.</p> <p>GOSTs of the Russian Federation do not apply, since the work is carried out in accordance with the requirements of EASA</p>
<p>Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.</p>	<p>The Contractor shall provide a proposal with estimated Fixed Price for the Maintenance Service and the Time & Material rates as detailed in Table 1.</p> <p>The price for the Maintenance Service shall be determined based on the Fixed Price for the following Workscope:</p> <ol style="list-style-type: none"> 1. End of Lease Maintenance check of CFM56-5B6/3 engine with serial number 569389 as specified in Table 2. 2. Test cell run; 3. Preservation of the engine for period up to 365 days; 4. Full gas path video borescope inspection (including inspection of 360 Deg. LPT Stg.1 nozzles) 5. Certification with FAA 8130-3 and EASA Form One

	<p>serviceability tag containing a dual FAA/EASA maintenance release to service statement.</p> <p>The Fixed Price shall include the following labor and materials:</p> <ul style="list-style-type: none"> • Labor cost for Maintenance Service, as specified in Workscope; • Any expenses related to the materials (consumables/expendables, repair materials etc.) required for accomplishment of declared Workscope. • Any handling costs for materials supplied by maintenance repair organization for declared Workscope; • Any expenses related to the engineering support for the performance of all Maintenance Services; • Preparation of the engine for transportation including engine packing and unloading/loading from/on a truck; <p>All additional works and materials are subject of prior notification of the customer.</p> <p>The cost for additional works, cost for replacement parts, materials and associated handling costs for materials and services supplied by the maintenance repair organization shall be invoiced refer to Time and Material Rates as per Table 1.</p>
Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	The warranty applies only to malfunctions associated with the performed maintenance, found within 6 months after the engine is put into operation.
Other necessary information or additional requirements	The Contractor 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 Procurement documentation.

Table 1 Time and Material Rates

Labor Man-Hour Rate	USD
Engineering Man-Hour rate	USD
Mark up on material	%
Subcontracted services mark up	%
Handling Fee for Customer furnished materials per item	%

Table 2 - End of Lease Maintenance Checks

<p>1. END OF LEASE MAINTENANCE CHECK</p> <p><u>End of Lease Maintenance Checks</u></p> <p><u>Instructions for Lease In/End of Lease Maintenance Check on removed CFM56-5B Engines</u></p>		
<p>End Of Lease Maintenance Checks</p>	<p>Engine Serial Number</p>	<p>Engine Type</p> <p>CFM56-5B Series</p>
<p>Reference Manuals Maintenance Planning Document, Rev. _Dated _/ _/ _</p> <p>Aircraft Maintenance Manual, Rev. Dated / /</p>		
<p>Maintenance Checks</p> <p>to be performed on an Engine</p> <p>End Of Lease</p> 		
	<p>INSPECTION FINISHED ON _/ _/ _</p>	
	<p>MECHANIC</p>	

	SUPERVISOR
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Item #	Title	MPD Ref. Rev. 46	AMM Ref.	Sign/Stamp
1	HYDRAULIC POWER INSPECTION OF HYDRAULIC HOSE / TUBE ASSEMBLIES AND CLAMPS	NONE	291149-210-002 SB RA32029-11	Tec + Date
2	ENGINE AIR INTAKE ANTI-ICE DUCT <i>REMOVAL, INSPECTION AND CERTIFICATION OF ANTI- ICE SUPPLY DUCT ASSY P/N 642-1004-503</i>	NONE	SB RA32071-126 CMM 71-00-1 ONLY -5B/3 (TI) ENGINES	Tec + Date
3	ENGINE AIR INTAKE ANTI-ICE DUCT DETAILED INSPECTION OF INLET COWL ANTI-ICE SUPPLY DUCTS AND ASSOCIATED HARDWARE IN THE CORE COMPARTMENT	NONE	302149-200-001	Tec + Date
4	ENGINE BLEED AIR SUPPLY SYSTEM DETAILED INSPECTION OF HP BLEED AIR DUCT BEND RADIUS <input type="checkbox"/> P/N 642-5508-503 FOUND INSTALLED <input type="checkbox"/> P/N 642-5508-505 FOUND INSTALLED	NONE	361149-200-004 SB RA32036-13	Tec + Date
5	FAN SECTION DETAILED INSPECTION OF ENGINE INLET, FAN BLADES, FAN OUTLET AND ABRADABLE MATERIAL	722000-C1-1	722300-210-003	Tec + Date
6	FAN SECTION INSPECTION OF THE FORWARD ACOUSTICAL PANELS ATTACHMENT	NONE	722300-280-005 SB CFM56-5B- 72-0213	Tec + Date
7	FAN SECTION DETAILED INSPECTION AND RELUBRICATION OF FAN BLADE DOVETAILS, MIDSPAN SHROUDS, RETAINERS, SPACERS, DAMPERS AND FAN DISC DOVETAIL SLOTS NOTE: FAN BLADES REMOVED	722000-C3-1	722100-210-004	Tec + Date
8	FAN FRAME ASSEMBLY DETAILED VISUAL INSPECTION OF THE ENGINE OUTER FLANGES (V-GROOVE)	NONE	783642-210-002	Tec + Date
9	FAN FRAME ASSEMBLY – VBVS SYSTEM RE-GREASING OF THE VARIABLE BLEED VALVE SYSTEM	NONE	SB CFM56-5B- 75-0043	Tec + Date
10	FAN COMPARTMENT DETAILED INSPECTION OF EWIS IN THE FAN AND ACCESSORY GEAR BOX (EWIS)	200435-01-1	249200-220-003	Tec + Date

Item #	Title	MPD Ref. Rev. 46	AMM Ref.	Sign/Stamp
11	FAN AND ACCESSORY GEAR BOX GENERAL VISUAL INSPECTION OF FAN AND ACCESSORY GEAR BOX (EWIS)	ZL-435-01-1	052430-200-002	Tec + Date
12	TRANSFER GEARBOX ASSEMBLY GENERAL VISUAL INSPECTION OF THE TRANSFER GEAR BOX ASSEMBLY	NONE	726200-210-002	Tec + Date
14	HOT SECTION GENERAL VISUAL INSPECTION OF HOT SECTION (EWIS)	ZL-453-01-1	052450-200-002	Tec + Date
15	ENGINE FUEL AND CONTROL REMOVE, INSPECT AND REPLACE FUEL FILTER ELEMENT NEW FUEL FILTER ELEMENT P/N _____ INSTALLED	730000-C4-1	731110-920-001 SB CFM56-5B- 73-0107	Tec + Date
16	ENGINE FUEL AND CONTROL FUEL SYSTEM RESTRICTORS UNION INSPECTION INSPECT THE UNIONS FOR ANY BLOCKAGE OR PARTIAL BLOCKAGE IN THE INNER DIAMETER	NONE	731149-020-050 SB RA32073-12	Tec + Date
16	SPARK IGNITERS REMOVAL AND REPLACEMENT OF THE SPARK IGNITERS	NONE	742130-000-002 742130-400-002 CESM No.013	Tec + Date
17	LPTCC FUEL MANIFOLD CHECK SB CFM56-5B 72-0696 APPLICABILITY: <input type="checkbox"/> P/N 336-401-403-0 FOUND INSTALLED [NOT AFFECTED] <input type="checkbox"/> P/N 336-401-402-0 FOUND INSTALLED [AFFECTED] LPTCC FUEL MANIFOLD (PRE SB 72-0696): <input type="checkbox"/> REPLACED BY CONFIGURATION POST SB 72-0696. <input type="checkbox"/> NOT REPLACED. REPLACE AT FIRST OPPORTUNITY.	NONE	SB CFM56-5B- 72-0696	Tec + Date
18	COOLING CHECK ECU AIR COOLING PIPE INLET/OUTLET FOR BLOCKAGE	NONE	752449-210-041	Tec + Date

Item #	Title	MPD Ref. Rev. 46	AMM Ref.	Sign/Stamp
19	COOLING GENERAL VISUAL INSPECTION OF PIPING OF LPT CASE AIR COOLING	NONE	725400-210-003	Tec + Date
20	OIL SYSTEM CHECK SB CFM56-5B 72-0671 APPLICABILITY. ETSN: _____ <input checked="" type="checkbox"/> ESN NOT AFFECTED. REMOVE AND DISCARD OIL SUPPLY FILTER.	792000-C4-2	792110-920-002 SB CFM56-5B- 72-0671	Tec + Date
21	OIL SYSTEM CHECK OF THE OIL LEVEL AND REPLENISHMENT CHECK OF THE POP OUT INDICATOR OF ELECTRICAL MASTER CHIP DETECTOR (EMCD)	NONE	121379-610-002	Tec + Date
22	OIL SYSTEM CHECK OF FWD SUMP, AFT SUMP, AGB AND TGB SCAVENGE SCREENS	792000-C7-1	790000-281-003	Tec + Date
23	OIL SYSTEM OPERATIONAL CHECK OF THE MASTER CHIP DETECTOR REMOTE INDICATION	792000-C9-1	790000-200-001	Tec + Date
24	FORWARD ENGINE MOUNT (ASSY) DETAILED INSPECTION OF FWD ENGINE MOUNT INSTALLATION - FWD ENGINE MOUNT NOT DISASSEMBLED - ENGINE INSTALLED OR REMOVED ASSY P/N: <input type="checkbox"/> 642-2000-9 <input type="checkbox"/> 642-2000-13 <input type="checkbox"/> 642-2000-25 ASSY S/N: _____	712111-01-1 712111-01-2 712111-01-3 712111-01-4	712111-210-040 EASA AD NO.: 2015-0038 FAA AD NO.: 2016-09-06	Tec + Date
25	AFT ENGINE MOUNT (ASSY) DETAILED INSPECTION OF AFT ENGINE MOUNT INSTALLATION AFT ENGINE MOUNT NOT DISASSEMBLED ENGINE INSTALLED OR REMOVED ASSY P/N: <input type="checkbox"/> 238-0230-15 <input type="checkbox"/> 642-2300-3 ASSY S/N: _____	712211-03-1 712211-03-2 712211-03-3	712211-210-042	Tec + Date

Item #	Title	MPD Ref. Rev. 46	AMM Ref.	Sign/Stamp
26	FAN AND BOOSTER ASSEMBLY BORESCOPE INSPECTION OF THE BOOSTER BLADES, STAGES 2-5 THROUGH THE BOOSTER INLET AND BORESCOPE PORTS S03 AND S05 VIDEO RECORDED	NONE	722100-290-003	Tec + Date
27	HPC ROTOR ASSEMBLY BORESCOPE INSPECTION OF THE HIGH PRESSURE COMPRESSOR ROTOR ASSEMBLY VIDEO RECORDED	NONE	723100-290-002	Tec + Date
28	COMBUSTION SECTION BORESCOPE INSPECTION OF THE COMBUSTION CHAMBER LINERS, DOME AREAS, HIGH PRESSURE TURBINE NOZZLE VANES AND SHROUDS (AS FAR AS VISIBLE THROUGH TWO OPPOSITE PORTS) VIDEO RECORDED	724000-C1-1	724100-290-001	Tec + Date
29	HPT ROTOR ASSEMBLY BORESCOPE INSPECTION OF THE HIGH PRESSURE TURBINE BLADES (FROM THE FRONT AND THE REAR) VIDEO RECORDED	725000-C1-3	725200-290-001	Tec + Date
30	LPT ROTOR/STATOR ASSEMBLY BORESCOPE INSPECTION OF THE LPT ROTOR BLADES, STAGES 1-4 VIDEO RECORDED	NONE	725400-290-005 725400-290-006	Tec + Date

Appendix 4
To Procurement Documentation

<p>ДОГОВОР</p> <p>Дата_____</p> <p>_____ с</p> <p>основным местоположением</p> <p>_____,</p> <p>здесь далее Исполнитель; и АО «Авиакомпания «Россия», с основным местоположением в РФ, Санкт-Петербург, улица Пилотов, 18/4, 196210, здесь далее Заказчик; вместе называемые Стороны, а отдельно Сторона, заключили настоящий договор № _____ о нижеследующем:</p> <p>Определения:</p> <p>Летная годность, или летногодный значит, что ВС или его Компонент являются лётногодными, если они соответствуют всем требованиям Авиационного органа и одобренному типу, т.е. они соответствуют применимому паспорту сертификата, и, если техническое обслуживание было выполнено в соответствии с применимыми требованиями к техническому обслуживанию, а также ВС или компонент были выпущены в эксплуатацию.</p> <p>Авиационный орган значит EASA (Европейское ведомство безопасности полётов) или BCAA (Ведомство гражданской авиации Бермуд), смотря как требует контекст.</p> <p>Компонент — значит устройства, модули и отдельные детали, включая двигатель, полётное и аварийно-спасательное оборудование. Они всегда идентифицируются чертёжным номером в документах по ТО или эксплуатации, издаваемых соответствующей организацией по разработке ВС или Компонента.</p> <p>Выпуск в эксплуатацию — значит свидетельство выпуска в эксплуатацию, изданное Исполнителем, подтверждающее, если иное не оговорено, что услуги ТО,</p>	<p>CONTRACT</p> <p>Date_____</p> <p>_____ with</p> <p>principal place of business in</p> <p>_____,</p> <p>hereinafter referred to as the Contractor; and “Rossiya Airlines” JSC, with principal place of business in Russian Federation, Saint-Petersburg, Pilotov street, 18/4, 196210, hereinafter referred to as the Customer; together referred to as the Parties, and as singular a Party, have concluded this contract No. _____ upon the following:</p> <p>Definitions:</p> <p>Airworthiness, or airworthy means that the aircraft or its component is airworthy if it conforms to any requirement of the Aviation authority and the applicable approved type, i.e. if it complies with the valid type certificate data sheet and if the maintenance was carried out in accordance with the applicable maintenance requirements and if the aircraft or a component thereof was released to service.</p> <p>Aviation authority means EASA (European Aviation Safety Agency) or BCAA (Bermuda Civil Aviation Authority), as the context requires.</p> <p>Components means devices, modules or individual parts of an aircraft, including engine or flight equipment or emergency equipment. They are always identified by a part number in the maintenance or operational documents issued by the respective Aircraft or Component design organization.</p> <p>CRS means a certificate of release to service issued by the Contractor confirming, unless otherwise specified, that the maintenance services listed therein have been carried out in conformity with the applicable requirements of</p>
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указанные в настоящем договоре, выполнены в соответствии с применимыми требованиями Авиационного органа соответствующим уполномоченным персоналом Исполнителя и в соответствии с применимым MOE, а также то, что соответствующие ВС или компонент выпущены в эксплуатацию.

Материал значит расходное и потребляемое оборудование, а также иное оборудование, указанное Заказчиком.

MOE значит описание организации по техническому обслуживанию, одобренное Авиационным органом.

1. Предмет договора

Техническое обслуживание двигателя CFM56-5B после окончания аренды, как указано в Приложении 2.

2. Гарантии и существенные условия Сторон

- 2.1 Исполнитель гарантирует наличие разрешения и сертификатов от Авиационного органа для выполнения согласованного обслуживания ВС.
- 2.2 Условия действия разрешений и сертификатов действительны, по меньшей мере, до конца технического обслуживания в согласованном объеме.
- 2.3 Поддержание страхований, в действительном состоянии является существенным условием настоящего договора.

3. Поставка Компонентов и Материалов

- 3.1 В ответственности Исполнителя снабжение всем Материалом, требуемым для выполнения согласованного объема обслуживания, если иное не согласовано сторонами. Снабжение Материала дороже 800 USD (или равносильной суммы в иной валюте) требует одобрения Заказчика.
- 3.2 При любой необходимости замены Компонента Исполнитель немедленно уведомляет Заказчика. Замены любых Компонентов требуют одобрения Заказчика. Согласно указаний Заказчика, Исполнитель либо

the Aviation authority by appropriate authorized personnel of the Contractor and in accordance with the applicable MOE, and that the aircraft or Component has been released to service.

Material means consumables, expendables and other equipment as advised by the Customer.

MOE means Maintenance Organization Exposition approved by the Aviation authority.

1. Subject of the Contract

End of Lease Maintenance Service for CFM56-5B engine, as specified in Appendix 2.

2. Representations and Conditions of the Parties

- 2.1 The Contractor ensures that there are approvals and certificates required from the Aviation authority to perform the agreed maintenance.
- 2.2 Terms of approvals and certificates valid at least to the end of agreed scope of maintenance.
- 2.3 Maintenance as valid of the insurances are a condition of this contract

3. Supply of Components and Material

- 3.1 The Contractor is responsible for supply of all Material required to perform the agreed scope of maintenance, unless otherwise agreed by Parties. Supplies of Material higher than 800 USD (or its equivalent in other currency) limit are subject to approval by the Customer.
- 3.2 Should change of Component is required Contractor advises the Customer. Changes of any Components require approval by the Customer. Upon information from the Customer, the Contractor shall procure the required item from a third party, or accept delivery of required item from the Customer

предоставит требуемое оборудование от третьей стороны, примет доставку требуемого оборудования от Заказчика, либо предоставит его со своего склада.

4. Субподряд

4.1 Субподряд допускается по согласованию с заказчиком. В любом случае Исполнитель отвечает за действия, произведённые своими субподрядчиками, как если бы они были выполнены самим Исполнителем.

4.2 По запросу Заказчика Исполнитель предоставит Заказчику или его Авиационному органу полный доступ к сведениям контроля качества в отношении своих субподрядчиков, и по запросу предоставит полный список своих одобренных субподрядчиков.

5. Доставка

5.1 Доставка авиадвигателей, компонентов и любого иного оборудования, требуемого для выполнения согласованного объема, осуществляется по DAP “принятое расположение Исполнителя” (Все — в соответствии с Incoterms 2010). По письменному согласию Сторон условия и назначения доставки могут быть изменены.

5.2 Стороны могут указать порядок возврата контейнеров и упаковки, предоставленных для доставки оборудования. Упаковка любого оборудования, отправляемого по настоящему договору, осуществляется в соответствии с ATA 300, если Сторонами письменно не согласовано иное.

5.3 Во всех заказах, транспортировочных счетах и иных документах, необходимых для целей таможенного оформления необходимо наличие ссылки на договор.

6. Оплата

6.1 Цена настоящего договора не превысит

or provide it from its own stock.

4. Subcontracting

4.1 Subcontract hereunder is allowed with consent of the Customer. At any case the Contractor is liable for actions done by its subcontractors, as if these have been done by the Contractor itself.

4.2 On request by Customer, Contractor shall grant Customer and Customer's Aviation authority full access to the quality monitoring information regarding its subcontractors and on request present a complete list of all of Contractor's approved subcontractors.

5. Delivery

5.1 Delivery of the engines, Components or any other equipment required for performance of an agreed scope of maintenance, shall be carried out with DAP “coordinated location of the Contractor” when from the Customer to the Contractor; (all – by Incoterms 2010). Upon written consent of the Parties conditions and destinations of delivery may be changed.

5.2 The Parties may specify procedure of return of containers and packing, provided for delivery of equipment. Packing of any equipment to be sent hereunder, is carried out by ATA 300 specifications, unless otherwise agreed by the Parties in writing.

5.3 All orders, shipping invoices and other documents required for customs clearance require a reference to the contract.

6. Payment

6.1 Total aggregate hereof will not exceed

<p>Настоящее ограничение является только предельной суммой настоящего договора и не является обязательством Заказчика заказать объем такой стоимости.</p> <p>6.2 Первые 20% стоимости согласованного объема работ оплачивается в течение 10 рабочих дней после выставления счёта.</p> <p>6.3 Оставшиеся 80% цены согласованного объема и согласованные с Заказчиком дополнительные расходы, если таковые есть, оплачиваются после окончания технического обслуживания в течение 30 календарных дней после выставления счета. Исполнитель выставляет счет Заказчику по факту окончания оказанных услуг при наличии данных, необходимых для таких счетов, однако в любом случае не позднее, чем через тридцать (30) календарных дней после окончания оказанных услуг. Счета на оплату должны быть направлены Исполнителем на адрес: amd9@rossiya-airlines.com.</p> <p>6.3 Такая процедура применяется для всех платежей Сторон по настоящему Соглашению, если Стороны не договорились об ином в письменной форме. В случае изменения условий платежа такие условия должны быть указаны в соответствующем Приложении, прилагаемом к настоящему Контракту.</p> <p>6.5 Счет на оплату высылаются Исполнителем на адрес amd9@rossiya-airlines.com без неоправданной задержки, но не позднее 10 рабочих дней до даты оплаты. Если Исполнитель не предоставляет счет вовремя, срок оплаты продлевается на время такой просрочки. В таком случае Исполнитель не будет задерживать оказание Услуг или выпуск ВС. Банковские расходы оплачиваются Стороной, совершающей платёж. Налоги оплачиваются или не оплачиваются в соответствии с действующим налоговым законодательством. Налоги, налагаемые в государстве выполнения обслуживания, оплачиваются Исполнителем.</p>	<p>This limitation is only a maximum amount of this contract and does not constitute Customer's obligation to order a scope of such amount</p> <p>6.2 The 20% of the agreed cost shall be settled within 10 business days upon issuance of the invoice.</p> <p>6.3 Remaining 80% of the agreed cost for Maintenance service and additional costs agreed with the Customer, if any, are paid after the Maintenance service completed within 30 calendar days after the invoice to be issued. Contractor shall invoice Customer upon completion of any Services performed upon the availability of data necessary for such invoices but in any event no later than thirty (30) calendar days after the completion of the Services. The invoice for payment should be sent by Contractor to amd9@rossiya-airlines.com.</p> <p>6.4 Such procedure shall apply for all payments of the Parties hereunder, if not otherwise agreed by the Parties in writing. In case of changes of the payment terms, such terms must be indicated in the respective Order attached to this Contract.</p> <p>6.5 The invoice for payment should be sent by the Contractor to amd9@rossiya-airlines.com without any undue delay immediately after issuance but not later than 10 business days prior to the payment due date. If the Contractor fails to provide invoices in time, payment date may be rescheduled for such period. In such case the Contractor shall not postpone accomplishment of Services or release of the Aircraft. Bank fees are paid by the Party which makes the payment. Taxes are paid or not paid according to valid tax legislation. Taxes levied in the state of performance of maintenance are paid by the Contractor. Currency hereof is USD.</p>
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Валюта настоящего договора – USD.

6.6 При предоставлении любого оборудования Заказчиком никакие наценки не применяются.

6.7 В случае несогласия оплачивающей Стороны со стоимостью счета, она своевременно оплачивает ту часть этой стоимости, с которой согласна, и немедленно письменно уведомляет другую Сторону о своем несогласии.

6.8 По запросу Заказчика Исполнитель предоставит свидетельство налогового резидентства в подлиннике и подтверждение фактического получателя дохода.

6.9 В случае несогласия, невыполнения, некачественного исполнения и т.п. заказчик имеет право требовать возврата средств на сумму не оказанных услуг до истечения срока действия договора по следующим реквизитам, указанным в пункте 6.10 договора,

6.10 Если иное не указано в настоящем Договоре, Заказчик оплачивает все счета, выставленные Исполнителем в USD.

Форма расчетов – банковский перевод.

Банковские реквизиты банка получателя (в USD):

Банковские реквизиты Заказчика (in USD):

Address: 196210, St. Petersburg, Russia,
Pilotov st. 18/4

Currency: USD

Bank Name: SBERBANK (SEVERO-ZAPADNY
HEAD OFFICE)

ST. PETERSBURG, RUSSIA

SWIFT: SABRRUMM

Transit account: № 40702840755001000096

Current account: № 40702840455000000096

Correspondent Bank:

The Bank of New York Mellon, New York, NY

SWIFT: IRVTUS3N

7. Обстоятельства непреодолимой силы

7.1 Ни одна из Сторон не несёт

6.6 In case of any items supplied by the Customer no charges apply.

6.7 Should a Party paying hereunder disagree with a price in an invoice, it shall in timely manner settle that part of that price that it agrees with, and forthwith informs the other Party about its disagreement in writing.

6.8 Upon request of the Customer the Contractor shall provide original of its tax residency certificate and a confirmation of the actual income receiver.

6.9 In case of disagreement, non-fulfillment, poor-quality execution, etc. the customer has the right to demand a refund of the amount of services not rendered before the expiration of the contract for the following details specified in clause 6.10 of the contract,

6.10 Unless stated otherwise in this Contract, Customer shall settle all invoices issued by Contractor in USD.

Settlement form – bank transfer.

Bank Account Details (in USD):

Customer's bank details:

Address: 196210, St. Petersburg, Russia,
Pilotov st. 18/4

Currency: USD

Bank Name: SBERBANK (SEVERO-ZAPADNY
HEAD OFFICE)

ST. PETERSBURG, RUSSIA

SWIFT: SABRRUMM

Transit account: № 40702840755001000096

Current account: № 40702840455000000096

Correspondent Bank:

The Bank of New York Mellon, New York, NY

SWIFT: IRVTUS3N

7. Force Majeure

7.1 The Parties are not responsible for delay of

ответственности за задержку в исполнении или неисполнение обязательств, если задержка или неисполнение является следствием событий, обстоятельств или причин вне разумного контроля и основанием которых не была вина или небрежность включая среди прочего войну (объявленную и нет), терроризм, восстания или массовые беспорядки, пожары, наводнения, землетрясения, стихийные бедствия, эпидемии или карантинные ограничения, любое действие правительства или любого органа власти или его подразделения, правительственные реквизиции, забастовки или трудовые проблемы, являющиеся причиной прекращения, замедления или перерыва в работе, сбой информационных систем, здесь далее **Обстоятельства непреодолимой силы**. Если такие обстоятельства оказывают прямое воздействие на исполнение данных здесь обязательств, затронутая Сторона уведомит другую об этом письменно, и срок исполнения этого обязательства будет продлён на время, в течение которого действует это обстоятельство. Без такого письменного уведомления, обстоятельство непреодолимой силы не может служить оправданием неисполнения данного здесь обязательства.

7.2 В дополнение к вышесказанному Стороны соглашаются, что задержка в выполнении обслуживания будет простительной и Исполнитель не будет нести ответственность за такую задержку, если такая задержка вызвана:

- необходимостью получения разрешения Авиационного органа или производителя двигателя;
- задержкой со стороны Заказчика в поставке двигателя, особого инструмента и иного оборудования, которое по условиям настоящего договора должно быть поставлено Заказчиком;
- задержкой одобрения Заказчика, когда такое согласие явно требуется по настоящему договору для продолжения или выполнения обслуживания;

non-fulfillment of their obligations, if such delay of non-fulfillment are caused by events, circumstances or reasons beyond their reasonable control and which are not caused by their Fault or negligence, including without limitation war (declared or not), terrorism, riots, fires, floods, earthquakes, natural calamities, epidemic, quarantine restrictions, any act of government, any public authority or a division thereof, governmental requisitions, strikes and labor troubles resulting in slowdown or cessation of work, IT-systems failures, each hereinafter a **Force Majeure event**. Should such circumstances directly affect fulfillment of obligations of a Party, such Party shall inform the other in writing and the period for fulfillment of the obligation shall be prolonged for the period that such circumstances lasts. Without such notice, a Force Majeure event is no ground for non-fulfillment of an obligation hereunder.

7.2 In addition to the said above the Parties agree that a delay in performance of maintenance will be excusable and the Contractor shall not be liable for such delay, should such delay be caused by:

- necessity to obtain permission from the Aviation authorities or a manufacturer of the engine;
- delay of the Customer in delivery of engine, special tooling or other equipment which hereunder is to be supplied by the Customer;
- delay in Customer's approval, where such approval is expressly required hereunder to proceed or perform the maintenance.

8. Гарантия

8.1 Гарантия применяется только на неисправности, связанные с выполненным техническим обслуживанием, обнаруженные в течение 6 месяцев после выпуска двигателя в эксплуатацию. При обнаружении предполагаемой неисправности Заказчик письменно известит Исполнителя в течение 7 календарных дней. Исполнитель должен ответить на такое обращение, а в течение 21 календарного дня Стороны должны добросовестно прийти к согласию о причинах неисправности и применении устранения неисправности по гарантии.

8.2 Если Исполнитель не ответит на такое обращение Заказчика, неисправность считается признанной Исполнителем и подлежит полному устранению за счет Исполнителя, включая прямые убытки, вызванные производственным дефектом. Заказчик в таком обращении сообщит Исполнителю время, место обнаружения неисправности, наработку компонента, причину снятия, если применимо.

8.3 Исполнитель вправе запросить иные сведения, разумно нужные ему для определения причины неисправности и применения гарантии, чтобы в течение означенных 21 календарных дней установить применение гарантии к такой неисправности.

8.4 Стороны соглашаются, что гарантия не применяется к неисправностям, вызванным:

- внешними причинами, такие как, помимо прочего, дефект другой части оборудования, коррозия, неправильное обслуживание или использование;
- естественным и нормальным износом;
- несчастным случаем или инцидентом с самолетом, оборудованием или материалом;
- если Заказчик или третьи лица предприняли попытку выполнить корректирующие действия по техническому обслуживанию дефекта;
- или если какой-либо срок обслуживания был превышен для оборудования;
- или если оборудование предоставлено

8. Warranty

8.1 Warranty hereunder applies only to defects, which have arisen in connecting with the work performed and detected within six months after the engine certification. In case of detection of presumed defect, the Customer shall send written application to the Contractor within 7 days. The Contractor shall respond, and within 21 days the Parties shall in good faith define the cause of the defect and applicability of the warranty.

8.2 Should the Contractor fail to respond to the Customer by such reference, the defect is deemed to be accepted by the Contractor and to be rectified by the Contractor at its costs in full, including assignable expenses allowance for damages, caused by workmanship defect. In such reference the Customer shall advise the Contractor time and place of detection of the defect, T/C, reason for removal, if applicable.

8.3 The Contractor may request other information reasonably required to it to define the cause of the defect and applicability of the warranty within the said period of 21 days.

8.4 The Parties agree that the warranty does not apply to defects caused by:

- external cause, such as but not limited to, defect of an another piece of equipment, corrosion, incorrect maintenance or use;
- natural and normal wear and tear;
- accident or incident concerning the aircraft, equipment or material;
- or if there has been an attempt by the Customer or third parties to perform corrective maintenance action on the defect;
- or if any maintenance due time has been exceeded on the equipment;
- or if the equipment is provided by the Customer.

Заказчиком.

-авиационного происшествия, не вызванного такой неисправностью;

- повреждением от постороннего предмета.

8.5 По запросу Заказчика Исполнитель передаст все гарантии третьей стороне.

9. Ответственность Сторон и Страхование

9.1 Стороны возмещают друг другу документально подтверждённый прямой ущерб.

9.2 Любой косвенный и иной, отличный от прямого, ущерб, включая без ограничения упущенную прибыль, не подлежит возмещению Сторонами.

9.3 Стороны соглашаются действовать разумным образом и стремиться уменьшить свои потери в случае наступления неблагоприятных обстоятельств, включая нарушение настоящего договора другой Стороной.

9.4 С Даты вступления в силу и в течение срока действия данного Договора, Исполнитель должен обеспечить и предоставить подтверждения наличия страхования Ответственности владельцев авиационных ангаров на сумму не меньше, чем большая из двух сумм: 20 миллионов долларов США или верхний предел страхования такой ответственности, предусмотренный внутренней политикой Исполнителя, и Страхование ответственности в связи с некачественным оказанием услуг в отношении Услуг по данному Договору, при этом Единый комбинированный лимит должен составлять сумму не меньше, чем большая из двух сумм: 20 миллионов долларов США или верхний предел страхования такой ответственности, предусмотренный внутренней политикой Исполнителя, которые предоставляются ведущими международными страховыми брокерами и страховщиками («Страховки Исполнителя»).

9.4 Исполнитель несет ответственность за сохранность двигателя и любого его

-accident not attributable to the defect;

-FOD

8.5 The Contractor shall transfer all warranty to Third Party by Customer's Request.

9. Liability of the Parties and Insurance

9.1 The Parties reimburse one to the other documentally proven direct damage.

9.2 Any indirect or other than direct damage, including without limitation lost profit is not reimbursed.

9.3 The Parties agree to act in a reasonable manner and endeavor to mitigate their losses in case of negative circumstance, including breach hereof by other Party.

9.4 Contractor shall, from the effective date and for the duration of this Contract, procure and evidence a Hangar Keeper Liability insurance up to a up to an amount not less than the higher of US\$20 million or the highest limit on a relevant policy carried by Contractor and a Product Liability Insurance in respect of the Services under the Agreement having a Combined Single Limit in an amount not less than the higher of US\$20 million or the highest limit on a relevant policy carried by Contractor, effected through leading international insurance markets, brokers and insurers (the "Contractor's Insurances").

9.4 The Contractor is liable for damages caused to the engine any equipment thereof

оборудования в течение всего времени, пока они находятся в распоряжении Исполнителя, за исключением ущерба по причине грубой халатности или умысла со стороны Заказчика.

10. Подсудность и Управляющее законодательство

10.1 Определения и условия настоящего договора истолковываются в соответствии с законодательством.

10.2 В случае любого спора Стороны будут искать взаимоприемлемого решения в ходе добросовестных переговоров в течение 60 дней. В случае неуспеха этих переговоров в течение данного срока любые споры, разногласия или претензии, возникающие из настоящего Соглашения или в связи с ним, или его нарушение, прекращение или недействительность, должны быть окончательно урегулированы в соответствии с Арбитражным регламентом Международной торговой палаты одним арбитром, назначенным в соответствии с указанными Правилами. Местом арбитража является _____.
Язык арбитража – английский.

11. Действие

11.1 Настоящий договор является единственным действительным обязывающим соглашением Сторон об оговоренном здесь предмете, и устраняет все иные обязывающие для Сторон условия, возникающие в связи с оговоренным здесь предметом. Договор вступает в силу, будучи подписан уполномоченными лицами обеих Сторон и действует до 31.12.2022. Договор сохраняет своё действие для охвата согласованных гарантийных обязательств, превышающий этот срок.

11.2 Стороны вправе в любое время расторгнуть настоящий договор путём письменного уведомления за 90 дней. Любое обязательство, не выполненное на время расторжения настоящего договора, должно быть выполнено в течение 30

while being in its custody, excepting cases of willful misconduct and gross negligence of the Customer.

10. Jurisdiction

10.1 Provisions of this Contract shall be construed with respective laws of _____

10.2 In case of any dispute concerning this contract the Parties will try finding the solution in negotiations in good faith. If such negotiations do not have the success within 60 days, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of the arbitration shall be _____.
The language of the arbitration shall be English.

11. Validity

11.1 This Contract is the only valid binding agreement between the Parties upon the subject hereof, and supersedes all other conditions binding for Parties arising out of the subject hereof. The contract comes into binding force being signed by authorized representatives of both Parties and valid till 31.12.2022. This contract shall remain valid to cover warranty obligations after that period.

11.2 The Parties may at any time terminate this Contract by a 90 days' prior written notice. Any termination hereof shall not relieve Parties from any obligation, which they are to fulfill hereunder. Any obligation not fulfilled at the time of any termination hereof shall be fulfilled

рабочих дней после такого расторжения или в течение иного срока по письменному согласию Сторон.

11.3 Слова, употреблённые в настоящем договоре, в единственном числе, также значат и множественное; и наоборот.

11.4 «Согласованный», включая любое склонение, употреблённое в настоящем договоре, значит условие, указанное в заказе Заказчика, с учетом должным образом принятого Заказчиком объёма дополнительных работ.

11.5 Стороны будут уведомлять одна другую о любых изменениях в своих банковских реквизитах, основных местоположениях, посредством официальных писем. Дополнений договора в таких случаях требоваться не будет. Кроме указанного случая, настоящий договор может быть изменяем только дополнительными соглашениями, подписанными уполномоченными представителями Сторон

11.6 Если какое-либо положение настоящего договора станет незаконным или неисполнимым вследствие изменения законодательства, это не повлечёт за собой незаконности или неисполнимости всего договора. В таком случае такое положение будет считаться удалённым из договора. Если какое-либо из определений или слов, употреблённых в настоящем договоре, будет выведено из оборота или потеряет смысл (к примеру, при упразднении упомянутого органа), то его законный правопреемник или наиболее подходящий синоним автоматически заменит такое устаревшее слово в тексте договора.

11.7 Не позднее даты подписания настоящего договора Исполнитель обязан представить Заказчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения № 1 к договору, с предоставлением подтверждающих документов. В случае каких-либо изменений в указанной цепочке

within 30 working days following such termination or within other term upon written consent of the Parties.

11.3 Words used hereon in singular number also mean plural, and vice versa.

11.4 Word “agreed”, including any declination, used herein, means provision from proposal of the Contractor indicated in the order of the Customer, subject duly approved by the Customer additional scope.

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

11.6 Should any provision thereof become illegal und unenforceable due to change of legislation, this shall not cause illegality or unenforceability of the entire contract. In such case such provision shall be deemed as excluded from this contract. Should any definition or a word used herein come out of use or lose meaning (e.g. abolition of an authority referred to), its legal successor or most suitable synonym shall automatically exclude such obsolete word in the text hereof.

11.7 At least on the date when this Contract is signed the Contractor shall provide the Customer with information in respect to all of its owners (beneficiaries), including the ultimate beneficiaries, as well as in respect to the composition of executive bodies according to the form of the Appendix No. 1 to the Contract, along with the confirming documents presented. In case of any changes in the mentioned chain of owners, including ultimate beneficiaries, or in the composition of executive bodies of the Contractor, the latter shall immediately inform about them to the Customer with the confirming documents attached. In case the obligations hereunder are violated or

собственников, в том числе конечных бенефициаров, или в составе исполнительных органов Исполнителя, последний обязан незамедлительно уведомлять об этом Заказчика с приложением подтверждающих документов. В случае нарушения обязательств по данному пункту или отказа от их выполнения Покупатель вправе в одностороннем внесудебном порядке отказаться от настоящего договора (расторгнуть договор), уведомив об этом Продавца за 3 дня до даты расторжения.

12. Антикоррупционная оговорка

12.1 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, коммерческий подкуп, незаконное вознаграждение, злоупотребление полномочиями, а также действия, нарушающие требования применимого законодательства и международных актов о противодействии легализации (отмыванию) доходов, полученных преступным путем.

12.2 В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 14.21, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме.

12.3 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 12.1 другой Стороной, её

execution thereof is waived, the Customer shall be entitled to waive the Contract (terminate the Contract) unilaterally and within the extrajudicial procedure, having notified thereabout to the Contractor three Days prior to the date of termination.

12. Anti-corruption clause

12.1 While performing its obligations under the Contract, 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 Contract, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Contract 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.

12.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in the clause 12.1, the corresponding Party shall notify the other Party in writing.

12.3 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 the clause 12.1 by the other Party, its employees, which in accordance with the legislation are qualified for

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.

В случае нарушения одной Стороной обязательств воздерживаться от действий, указанных в пункте 12.1, 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 (тридцати) календарных дней от даты получения соответствующего требования Стороны, по инициативе которой был расторгнут Договор.

От имени Заказчика:

Кто: _____

Должность: _____

Когда: _____

the purposes of the Contract 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 thirty (30) calendar days from the date of receipt of the written notification.

In case of violation by any Party of its obligations to refrain from any actions specified in paragraph 12.1, the other Party shall be entitled to terminate the Contract unilaterally and without any judicial procedures by giving a written notice of termination. The Contract is deemed to be terminated after expiry of thirty (30) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Contract, 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 thirty (30) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Contract.

On behalf of the Contractor:

Who: _____

Position _____

	When: _____
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