

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

Approval date	18	02	2020
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## Procurement Documentation

Public request for Competitive selection

not in electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>			
Date for the requests receiving commencement	18	02	2020	
Date and time for the request receiving completion	05	03	2020	10:00 MSK
Date for examination of procurement bidder proposals and summarizing of results	Date for examination of procurement bidder proposals 11.03.2020			
	Date for summarizing of results 11.03.2020			
Commencement date for providing clarifications on procurement documentation	18	02	2020	
Completion date for providing clarifications on procurement documents	28	02	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	<p>1. In case 2 or more Bidders to be granted to the Procurement Procedure, then the scope shall be contributed as following:</p> <ul style="list-style-type: none"> <li>- First Bidder (with best "K of the Bidder") - maximum 6 engine's replacement;</li> <li>- Second Bidder - maximum 2 engine's replacement</li> </ul> <p>2. In case only one Bidder to be granted to the Procurement Procedure, the Customer has a right to conclude a contract with him for maximum 8 engine's replacement.</p>			
Subject-matter of the procurement	CFM56-5B engines replacement on A319/A320 aircraft of "Rossiya airlines" JSC fleet per request from the Customer			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		CFM56-5B engines replacement on A319/A320 aircraft of "Rossiya airlines" JSC fleet per request from the Customer			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
248 000	EUR	8	Conventional unit	33.16	33.16.10.000
Place, conditions and terms (periods) of delivery of goods, performance of works, provision of services			Location of the Contractor		
Term and Payment Procedure for Goods (Work. Service)			<p>The 50% of the agreed cost shall be settled within 10 business days upon issuance of the invoice.</p> <p>Remaining 50% 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 <a href="mailto:amd9@rossiya-airlines.com">amd9@rossiya-airlines.com</a>.</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 <b><u>per one engine replacement</u></b> (in EUR)
Points Calculation Procedure for Criterion 1	<p>Scores will be calculated using the following formula:  <math>S_{bas} / S_{quot} \times K</math>, where</p> <ul style="list-style-type: none"> <li>- <math>S_{bas}</math> – the best (the lowest) proposal among all bidders' proposal;</li> <li>- <math>S_{quot}</math> – bidder's proposal to be evaluated;</li> <li>- <math>K</math> – value of maximum score of this criterion.</li> </ul>
Maximum number of points for criterion 1	45
Name of Criterion 2	K2 - General Man-Hour Rate (in EUR)
Points Calculation Procedure for Criterion 2	<p>Scores will be calculated using the following formula:  <math>S_{bas} / S_{quot} \times K</math>, where</p> <ul style="list-style-type: none"> <li>- <math>S_{bas}</math> – the best (the lowest) proposal among all bidders' proposal;</li> <li>- <math>S_{quot}</math> – bidder's proposal to be evaluated;</li> </ul>

	- 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 EUR)
Points Calculation Procedure for Criterion 3	<p>Scores will be calculated using the following formula:  <math>S_{bas} / S_{quot} \times K</math>, where</p> <ul style="list-style-type: none"> <li>- <math>S_{bas}</math> – the best (the lowest) proposal among all bidders' proposal;</li> <li>- <math>S_{quot}</math> – bidder's proposal to be evaluated;</li> <li>- K – value of maximum score of this criterion</li> </ul>
Maximum number of points for criterion 3	2
Name of Criterion 4	K4 - Handling charge for supplied material (in %)
Points Calculation Procedure for Criterion 4	<p>Scores will be calculated using the following formula:  <math>S_{bas} / S_{quot} \times K</math>, where</p> <ul style="list-style-type: none"> <li>- <math>S_{bas}</math> – the best (the lowest) proposal among all bidders' proposal;</li> <li>- <math>S_{quot}</math> – bidder's proposal to be evaluated;</li> <li>- K – value of maximum score of this criterion</li> </ul>
Maximum number of points for criterion 4	2
Name of Criterion 5	K5 - Cost of ferry flight to place of works and back (to be calculated by Customer).
Points Calculation Procedure for Criterion 5	<p>Scores will be calculated using the following formula:  <math>S_{bas} / S_{quot} \times K</math>, where</p> <ul style="list-style-type: none"> <li>- <math>S_{bas}</math> – the lowest cost of ferry flight;</li> <li>- <math>S_{quot}</math> – the cost of the ferry flight to the Bidder's place of works;</li> <li>- K – value of maximum score of this criterion</li> </ul>
Maximum number of points for criterion 5	30
Name of Criterion 6	K6 - Handling charge for Subcontracting services in (%)
Points Calculation Procedure for Criterion 6	<p>Scores will be calculated using the following formula:  <math>S_{bas} / S_{quot} \times K</math>, where</p> <ul style="list-style-type: none"> <li>- <math>S_{bas}</math> – the best (the lowest) proposal among all bidders' proposal;</li> <li>- <math>S_{quot}</math> – bidder's proposal to be evaluated;</li> </ul>

	- K – value of maximum score of this criterion
Maximum number of points for criterion 6	1
K of the Bidder = K1+K2+K3+K4+K5+K6	

## 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 for its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.

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

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

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

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

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

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

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

d) a failure to provide clarifications on the request for participation in the 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 rebid.

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**

<b>Request for Participation<sup>1</sup></b> <b>In the Procurement Procedure:</b>
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the 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:
1.1. Fixed Price <b><u>per one engine replacement</u></b> _____ in EUR excluding VAT. 1.2. General Man-Hour Rate _____ in EUR excluding VAT. 1.3. Engineering Man-Hour rate _____ in EUR excluding VAT. 1.4. Handling charge for supplied material _____ % 1.5. Place of work _____ 1.6. Handling charge for Subcontracting services in _____ %
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.

<sup>1</sup> 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"<sup>5</sup>.</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	
<b>Principal</b>		
(signature)		(state initials, last name)
SEAL		
Date of issuance		
(DD)	(MM)	(YYYY)

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

**Appendix 2**  
**To Procurement Documentation**

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

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

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

OKVED	
<b>4. Appendices to the Bidder Questionnaire Form:</b>	
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 the competitive selection/price selection in the unified information system (for foreign companies – statement from the Trade Register).	
3. 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.	
4. 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.	
5. 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.	
6. 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).	
7. Declaration of absence of the conflict of interests between bidder and its officials and the customer's employees.	
8. 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.	
9. 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.		
<b>Contact person</b> _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i>		
<b>This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.</b>		
<b>Principal</b> <i>(title of the Principal)</i>	_____ <i>(signature)</i>	_____ <i>(state initials, last name)</i>
SEAL		
Date of Issuance	_____ <i>(DD)</i>	_____ <i>(MM)</i>
		_____ <i>(YYYY)</i>



**Terms of Reference / Техническое задание**

**CFM56-5B engines replacement on A319/A320 aircraft of “Rossiya airlines” JSC fleet per request from the Customer.**

**Замена двигателей CFM56-5B на самолетах A319/320 АО «Авиакомпания «Россия» по запросу заказчика.**

**1. Subject**

CFM56-5B engines replacement on A319/A320 aircraft of “Rossiya airlines” JSC fleet per request from the Customer.

**1. Предмет**

Замена двигателей CFM56-5B на самолетах A319/A320 АО «Авиакомпания «Россия» по запросу заказчика.

**2. Scope of Work**

2.1. Engine’s replacement on A319/A320 in accordance with base WP ENG\_REPLACEMENT

2.2. Maximum quantity of the replacements 8.

2.3. List of aircraft: VQ-BBA, VP-BIT; VQ-BAQ; VP-BZR; VQ-BCO, VP-BIV, VQ-BCP, VQ-BCG

Registration numbers can be changed as to be agreed with the Contractor.

2.4. Engine ON shall be in serviceable condition, MPA is not required

**2. Объем работ**

2.1 Замена двигателей на самолетах A319/A320 в соответствии со стандартным WP ENG\_REPLACEMENT

2.2 Максимальное количество замен 8.

2.3. Замена двигателя должна быть произведена на ВС: VQ-BBA, VP-BIT; VQ-BAQ; VP-BZR; VQ-BCO, VP-BIV, VQ-BCP, VQ-BCG  
Регистрационные номера самолетов могут быть изменены по согласованию с исполнителем.

2.4 Устанавливаемые двигатели являются исправными без необходимости проведения МРА теста.

**3. The schedule of engines replacement.**

Period 01.03.2020 – 31.12.2020 as to be agreed with the Contractor.

**3. Период замены двигателей.**

С 01.03.2020 по 31.12.2020 по предварительному согласованию с исполнителем.

3.1. The aircraft delivery is to be arranged not later than a 08-00 local time on the engine removal date.

3.2. The turnaround time of each engine replacement must not exceed 48 hours since work started for the

3.1. Поставка самолета должна быть организована не позднее 08-00 местного времени на дату снятия двигателя.

3.2. Продолжительность каждой замены двигателя не должна превышать 48 часов с момента начала работы для

Services requested.

запрошенных Услуг.

#### 4. Delivery place of the services.

Location of the Contractor.

The Contractor of the service should replace the engines outside the territory of the Russian Federation.

#### 4. Место предоставления услуг.

Расположение исполнителя

Исполнитель должен произвести замену двигателей за пределами территории РФ.

#### 5. Requirements for the Contractor

5.1. The Contractor shall have own capability for accomplishment of all requested services mentioned in the Article 2.

5.2. The Contractor must have EASA Part 145 certificate and certificate from Bermuda CAA are required to perform requested maintenance on A320 Family Aircraft.

5.3. 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.

#### 5. Требования к Исполнителю

5.1 Исполнитель должен иметь собственные возможности для выполнения всех запрошенных услуг, упомянутых в разделе 2.

5.2 Исполнитель должен иметь EASA Part 145 сертификат и сертификат Бермудских гражданских авиационных властей на выполнение запрошенного обслуживания на самолетах семейства A320.

5.3 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).

#### 6. Requirements for the price formation of Proposal.

6.1. The Contractor shall provide a Proposal, which must include as following:

Table 1

No	Description	Value
6.1.1	Fixed Pprice / Фиксированная цена	EUR
6.1.2	Handling charge for supplied material / Надбавка за обработку на поставку материала	%
6.1.3	Handling charge for Subcontracting services / Надбавка за субконтрактные работы	%
6.1.4	General Man-Hour Rate / Общая ставка за человеко-час	EUR
6.1.5	Engineering Man-Hour rate / Ставка за человеко-час работы инжиниринга	EUR

#### 6. Требования к формированию цены предложения.

6.1 Исполнитель должен подать предложение, которое должно включать следующее:

6.2. The Fixed Price shall include:

- The work, as specified in Article 2.

6.2 Фиксированная цена должна включать:

- Работы, перечисленные в разделе

- Cost of Materials (Consumables / Expendables, routine Materials, raw and repair Materials) for works, which are specified in Article 2;
- All works, tests, consumables, liquids (top up/replacement) required for swapping of components between removed and installed engines as mentioned in the Table 2 below;

2.

- Стоимость материалов (расходные материалы, и материалы для ремонта), для выполнения работ, перечисленных в разделе 2;
- Все работы, проверки, расходные материалы, жидкости (пополнение / замена), необходимые для размена компонентов между снятым и устанавливаемым двигателями, как указано в таблице 2 ниже;

Table 2. List for Swapping of Components

Таблица 2. Стандартный список для размена компонентов между двигателями.

No	Component Description	Reference Part Number
1	INLET COWL ASSY	642-1000-505
2	CORE NOZZLE ASSY	642-4001-501
3	CENTERBODY ASSY	238-0451-521
4	HYDRAULIC PUMP	3031863-001
5	ANTI ICE VALVE	327155-3
6	IDG	740119H
7	ADAPTER-IDG QAD	740123A
8	STARTER VALVE	3291556-3
9	STARTER	3505582-65
10	HP REG VALVE	6773E010000
11	BLEED PRESS REG VALVE	6774F010000
12	IP CHECK VALVE	2293B020000
13	HYDRAULIC LOW PRESS SWITCH	450-1-3100-00 or 50-1-3100-00
14	HYDRAULIC FILTER ASSY	QA06305
15	ID PLUG	390-611-301-0 or 390-611-401-0

- NDT, inspection of engine mount bolts and related hardware (bolts, screws, nuts and brackets);
- Labor for verification of Fan Blade damage and repair map for installed engine;
- Utilization of tooling and GSE equipment, and hangar space for a defined layover period;
- Engineering support for the performance
- Неразрушающий контроль, осмотр болтов крепления двигателя и соответствующего оборудования (болты, винты, гайки и кронштейны);
- Трудозатраты для проверки повреждения лопаток вентилятора и карты ремонта для установленного двигателя;
- Использование инструментов и оборудования GSE, а также пространства ангара в течение выполнения работ;
- Инженерная поддержка выполнения

of Services, which are specified in Article 2;

- Engine ECU ID plug reprogramming (if necessary);
- Preservation of the removed CFM56-5B for a period 365 day or less, if it specified in Work Package, including materials;
- De-preservation of delivered for installation engines including materials;
- Handling of parts supplied by the Customer before or at the time of Delivery for the performance of the Services, which are specified in Article 2, including installed Engine after arriving to the facility;
- Preparation of the removed engine CFM56-5B for transportation including engine packing and unloading/loading from/on a truck;
- Aircraft towing to/from the hangar to the engine run testing area;
- Aircraft ground handling at arrival and departure including toilets and water servicing;
- Departure assistance, aircraft towing from and to the maintenance facility, aircraft parking;
- Light Checks, such as Daily-check;
- Customer representative office space with phone and internet connection.

6.3. All additional works, for example finding's rectification, not included into Fixed Price, shall be paid based on Time & Material.

Услуг, перечисленных в разделе 2;

- Перепрограммирование ECU ID plug двигателя (если необходимо);
- Консервация снятого CFM56-5B на срок 365 дней или менее, если это указано в Рабочем пакете, включая материалы;
- Расконсервация поставляемого для установки двигателя, включая материалы;
- Обработка частей, поставляемых Заказчиком до или во время поставки для выполнения Услуг, перечисленных в разделе 2, в том числе устанавливаемого двигателя после прибытия к месту замены;
- Подготовка снятого двигателя CFM56-5B для транспортировки, включая упаковку и разгрузку / загрузку двигателя с / на средство транспортировки;
- Буксировка самолета в / из ангара в зону опробования двигателя;
- Наземное обслуживание воздушных судов по прибытии и перед вылетом, включая слив туалетов и заправку питьевой водой;
- Помощь при выезде, буксировка самолета с и до места обслуживания, парковка для самолетов;
- Оперативное техобслуживание - Daily-check;
- Офисные помещения для заказчика с телефоном и доступом в Интернет.

6.3 Все дополнительные работы, например, устранение обнаруженных дефектов, не включенные в фиксированную цену, должны оплачиваться по методу Время/Материал.

## **7 Requirements for acceptance of service.**

## **7. Требования к приемке**

## **выполненных услуг.**

7.1. The final inspection of Aircraft will be performed by Contractor and Customer after work accomplishment;

7.2 The Contractor shall submit Deferred Maintenance Items at Aircraft redelivery;

7.3 At Aircraft redelivery, the Contractor's certified personal shall enter all appropriate writings in Aircraft Technical Logbook and Aircraft Cabin Logbook (if required) in accurate manner reflecting all work performed and sign it to release the Aircraft, and issue a Certificate Release to Service (CRS) under Bermuda CAA Approval upon the Works completed;

7.4 A Hard copy of Work Package performed shall be delivered by Contractor to the Customer within 20 days or other time frame if agreed.

7.5 PMA and Non-OEM parts are not allowed for installation on aircraft or engine if not approved by Customer.

**8. Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service.**

**Warranty for the works performed shall be not less than 6 month.**

**9. Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service.**

No GOSTs of the Russian Federation do not apply, since the work is carried out in accordance with the requirements

7.1 Окончательная проверка воздушных судов будет выполняться Исполнителем и Заказчиком после выполнения работ;

7.2 Исполнитель должен оформить лист по отложенному техническому обслуживанию при отправлении воздушных судов;

7.3 При выпуске воздушного судна, сертифицированный персонал Исполнителя, должен сделать все соответствующие записи в Техническом журнале воздушного судна и в Журнале пассажирской кабины (если необходимо) с точным описанием, отражающим все выполненные работы, а также выпустить Сертификат допуска самолета к эксплуатации (CRS) после окончания работ;

7.4 Оригинал выполненного рабочего пакета должен быть направлен Исполнителем Заказчику в течение 20 дней или в другие сроки, если они согласованы.

7.5 Части PMA и Non-OEM не допускаются для установки на самолетах или двигателях, если они не одобрены Заказчиком.

**8. Требования к гарантии качества работ, услуг.**

Гарантия на выполненные работы должна быть не менее 6 месяцев.

**9. Требования к безопасности, качеству, техническим характеристикам** ГОСТы Российской Федерации не применяются, поскольку работы проводятся в соответствии с требованиями EASA.

of EASA.

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

ДОГОВОР	CONTRACT
Дата _____	Date _____
... с основным местоположением в..., здесь далее <b>Исполнитель</b> ; и АО «Авиакомпания «Россия», с основным местоположением в РФ, Санкт-Петербург, улица Пилотов, 18/4, 196210, здесь далее <b>Заказчик</b> ; вместе называемые <b>Стороны</b> , а отдельно <b>Сторона</b> , заключили настоящий договор № _____ о нижеследующем:	... with principal place of business in ..., hereinafter referred to as the <b>Contractor</b> ; and “Rossiya Airlines” JSC, with principal place of business in Russian Federation, Saint-Petersburg, Pilotov street, 18/4, 196210, hereinafter referred to as the <b>Customer</b> ; together referred to as the <b>Parties</b> , and as singular a <b>Party</b> , have concluded this contract ref. _____ upon the following:
<b><u>Определения:</u></b>	<b><u>Definitions:</u></b>
<b>Лётная годность, или лётногодный</b> 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.	<b>Airworthiness, or airworthy</b> 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.
<b>Авиационный орган</b> значит EASA (Европейское ведомство безопасности полётов) или BCAA (Ведомство гражданской авиации Бермуд) , смотря как требует контекст.	<b>Aviation authority</b> means EASA (European Aviation Safety Agency) or BCAA (Bermuda Civil Aviation Authority), as the context requires.
<b>Компонент</b> 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.	<b>Components</b> 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.
<b>Выпуск в эксплуатацию</b> значит свидетельство выпуска в эксплуатацию, изданное Исполнителем, подтверждающее, если иное не оговорено, что услуги ТО, указанные в настоящем договоре, выполнены в соответствии с применимыми требованиями Авиационного	<b>CRS</b> 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 the Aviation authority by

<p>органа соответствующим уполномоченным персоналом Исполнителя и в соответствии с применимым МОЕ, а также то, что соответствующие ВС или компонент выпущены в эксплуатацию.</p> <p><b>Материал</b> значит расходное и потребляемое оборудование, а также иное оборудование, указанное Заказчиком.</p> <p><b>МОЕ</b> значит описание организации по техническому обслуживанию, одобренное Авиационным органом.</p> <p><b><u>1. Предмет договора</u></b></p> <p>замена двигателей CFM56-5B на самолетах A319/A320 АО «Авиакомпания «Россия» по запросу заказчика, как указано в Приложении 2.</p> <p><b><u>2. Гарантии и существенные условия Сторон</u></b></p> <p>2.1 Исполнитель гарантирует наличие разрешения и сертификатов от Авиационного органа для выполнения согласованного обслуживания ВС.</p> <p>2.2 Условия действия разрешений и сертификатов действительны, по меньшей мере, до конца технического обслуживания в согласованном объеме.</p> <p>2.3 Соответствие ВС (или любого его Компонента); выполненного технического обслуживания или поставленного оборудования требованиям авиационных властей Авиационного органа является существенным условием настоящего договора.</p> <p>2.4 Стороны соглашаются, что выпуск в эксплуатацию и оплата находятся в прямой зависимости от подтверждения Заказчиком удовлетворения означенным требованиям.</p> <p>2.5 Поддержание страховых, указанных в п. 11.4, в действительном состоянии является существенным условием настоящего договора.</p> <p><b><u>3. Снабжение Компонентами и Материалом</u></b></p> <p>3.1 В ответственности Исполнителя снабжение всем Материалом, требуемым для выполнения согласованного объема обслуживания, если иное не согласовано сторонами. Снабжение Материала дороже 800 евро (или равносильной суммы в иной валюте) требует одобрения</p>	<p>appropriate authorized personnel of the Contractor and in accordance with the applicable MOE, and that the aircraft or Component has been released to service.</p> <p><b>Material</b> means consumables, expendables and other equipment as advised by the Customer.</p> <p><b>MOE</b> means Maintenance Organization Exposition approved by the Aviation authority.</p> <p><b><u>1. Subject of the Contract</u></b></p> <p>CFM56-5B engines replacement on A319/A320 aircraft of “Rossiya airlines” JSC fleet per request from the Customer, as specified in Appendix 2.</p> <p><b><u>2. Representations and Conditions of the Parties</u></b></p> <p>2.1 The Contractor ensures that there are approvals and certificates required from the Aviation authority to perform the agreed maintenance.</p> <p>2.2 Terms of approvals and certificates valid at least to the end of agreed scope of maintenance.</p> <p>2.3 Compliance of an aircraft (or any of it Component), of maintenance performed or of equipment delivered to requirements of Aviation authorities is a condition of this contract.</p> <p>2.4 The Parties agreed that release to service and the payment directly depend on the Customer making sure that the mentioned conditions are met.</p> <p>2.5 Maintenance as valid of the insurances described in the clause 11.4 hereof, are a condition of this contract.</p> <p><b><u>3. Supply of Components and Material</u></b></p> <p>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 EUR (or its equivalent in other currency) limit are subject to</p>
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<p>Заказчика.</p> <p>3.2 При любой необходимости замены Компонента Исполнитель немедленно уведомляет Заказчика. Замены любых Компонентов требуют одобрения Заказчика. Согласно указаний Заказчика, Исполнитель либо предоставит требуемое оборудование от третьей стороны, примет доставку требуемого оборудования от Заказчика, либо предоставит его со своего склада.</p> <p><b><u>4. Субподряд</u></b></p> <p>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.</p> <p>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.</p> <p><b><u>5. Доставка</u></b></p> <p>5.1 Доставка ВС, Компонентов и любого иного оборудования, требуемого для выполнения согласованного объёма, осуществляется по DAP “принятое расположение Исполнителя” от Заказчика Исполнителю и по FCA “принятое расположение Исполнителя” от Исполнителя и Заказчику (Всё — в соответствии с Incoterms 2010). По письменному согласию Сторон условия и назначения доставки могут быть изменены.</p> <p>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.</p> <p>Во всех заказах, транспортировочных счетах и иных документах, необходимых для целей таможенного оформления необходимо наличие ссылки на договор.</p> <p><b><u>6. Оплата</u></b></p> <p>6.1 Цена настоящего договора не превысит _____.</p>	<p>approval by the Customer.</p> <p>3.2 Should change of Components be required Contractor forthwith advises the Customer. Changes of any Components require approval by the Customer. Upon information from the Customer, it shall procure the required item from a third party, or accept delivery of required item from the Customer or provide it from its own stock.</p> <p><b><u>4. Subcontracting</u></b></p> <p>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.</p> <p>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.</p> <p><b><u>5. Delivery</u></b></p> <p>5.1 Delivery of the aircraft, 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; and FCA “coordinated location of the Contractor” when from the Contractor to the Customer (all – by Incoterms 2010). Upon written consent of the Parties conditions and destinations of delivery may be changed.</p> <p>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.</p> <p>All orders, shipping invoices and other documents required for customs clearance require a reference to the contract.</p> <p><b><u>6. Payment</u></b></p> <p>6.1 Total aggregate hereof will not exceed _____.</p>
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<p>Настоящее ограничение является только предельной суммой настоящего договора и не является обязательством Заказчика заказать объём такой стоимости.</p> <p>6.2 Первые 50% цены согласованного объёма каждого соответствующего посещения оплачивается в течение 10 рабочих дней после выставления счёта до начала работ.</p> <p>6.3 Оставшиеся 50% цены согласованного объёма и согласованные с Заказчиком дополнительные расходы, если таковые есть, оплачиваются после выпуска ВС в эксплуатацию в течение 30 календарных дней после выставления счёта. Исполнитель выставляет счёт 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.</p> <p>6.4 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 Счёт 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 счёт 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. Валюта настоящего договора - EUR.</p> <p>6.6 При предоставлении любого оборудования Заказчиком никакие наценки не применяются.</p> <p>6.7 В случае несогласия оплачивающей Стороны со стоимостью счёта, она своевременно оплачивает ту часть этой стоимости, с которой согласна, и немедленно</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 First 50% of the agreed scope of each shop visit shall be settled within 10 business days upon issuance of the invoice before the Service start.</p> <p>6.3 Remaining 50% of the agreed price volume 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 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.</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 EUR.</p> <p>6.6 In case of any items supplied by the Customer no charges apply.</p> <p>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</p>
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письменно уведомляет другую Сторону о своём несогласии. Взаимодействие Сторон в отношении части стоимости, с которой оплачивающая Сторона не согласна, управляется п. 12.2.

6.9 Аэропортовые сборы, оплата ангара, стоянки и любые сопутствующие расходы не оплачиваются Заказчиком в случае задержки выпуска в эксплуатацию в случае неудовлетворения существенным условиям, указанным в п.2.3.

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

6.11. Если иное не указано в настоящем Договоре, Заказчик оплачивает все счета, выставленные Исполнителем в евро. Форма расчетов – банковский перевод.

Банковские реквизиты банка получателя (в евро):

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Банковские реквизиты Заказчика (in EUR):

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

Currency: EUR

Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA  
SWIFT: SABRRUMM

Transit account: №40702978455001000080

Current account: №40702978155000000080

Correspondent Bank: Deutsche Bank AG, Frankfurt am Main

SWIFT: DEUTDEFF

## **7. Обстоятельства непреодолимой силы**

7.1 Ни одна из Сторон не несёт ответственности за задержку в исполнении или неисполнение обязательств, если задержка или неисполнении 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

disagreement in writing. Interaction of the Parties with respect to the disagreed part of the price is regulated by the clause 12.2 hereof.

6.9 Airport charges, hangarage, parking fees and any related charges are not paid by the Customer in case of a delay in release to service because of non-fulfillment of conditions set forth in the clause 2.3 hereof.

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

6.11. Unless stated otherwise in this Contract, Customer shall settle all invoices issued by Contractor in EUR.  
Settlement form - bank transfer.

Bank Account Details (in EUR):

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Customer's bank details:

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

Currency: EUR

Bank Name: SBERBANK (SEVERO-ZAPADNY HEAD OFFICE) ST.PETERSBURG, RUSSIA  
SWIFT: SABRRUMM

Transit account: №40702978455001000080

Current account: №40702978155000000080

Correspondent Bank: Deutsche Bank AG, Frankfurt am Main

SWIFT: DEUTDEFF

## **7. Force Majeure**

7.1 The Parties are not responsible for delay of 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

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 простиительной и Исполнитель не будет нести ответственность за такую задержку, если такая задержка вызвана:

- необходимостью получения разрешения Авиационного органа или производителя ВС;

- задержкой со стороны Заказчика в поставке ВС, особого инструмента и иного оборудования, которое по условиям настоящего договора должно быть поставлено Заказчиком;

- задержкой согласия Заказчика, когда такое согласие явно требуется по настоящему договору для продолжения или выполнения обслуживания;

## **8. Гарантия**

8.1 Гарантия применяется только на неисправности, обнаруженные в течение 6 месяцев после выпуска 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 счёт Исполнителя, включая прямые убытки, вызванные производственным дефектом. Заказчик в таком обращении сообщит Исполнителю время, место

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 aircraft;

- delay of the Customer in delivery of aircraft, special tooling or other equipment which hereunder is to be supplied by the Customer;

- delay in Customer's approval, where such approval in expressly required hereunder to proceed or perform the maintenance.

## **8. Warranty**

8.1 Warranty hereunder applies only to defects detected within six months after release to service. 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

<p>обнаружения неисправности, наработку компонента, причину снятия, если применимо.</p> <p>8.33 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.</p> <p>8.4 Стороны соглашаются, что гарантия не применяется к неисправностям, вызванным:</p> <ul style="list-style-type: none"> <li>- внешними причинами, такие как, помимо прочего, дефект другой части оборудования, коррозия, неправильное обслуживание или использование;</li> <li>- естественным и нормальным износом;</li> <li>- несчастным случаем или инцидентом с самолетом, оборудованием или материалом;</li> <li>- если Заказчик или третьи лица предприняли попытку выполнить корректирующие действия по техническому обслуживанию дефекта;</li> <li>- или если какой-либо срок обслуживания был превышен для оборудования;</li> <li>- или если оборудование предоставлено Заказчиком.</li> </ul> <p>-нарушения Заказчиком требований Авиационного органа и производителя ВС;</p> <p>-авиационного происшествия, не вызванного такой неисправностью;</p> <p>- повреждением от постороннего предмета.</p> <p>8.5 По запросу Заказчика Исполнитель без оплаты со стороны Заказчика передаст Заказчику все гарантии, полученные от третьих сторон.</p> <p><b><u>9. Представитель Заказчика</u></b></p> <p>9.1 В случае присутствия представителя Заказчика при выполнении обслуживания ему без дополнительной платы предоставляется доступ в интернет без ограничений в объеме передачи данных и доступ к международной телефонной связи для общения по вопросам выполнения обслуживания. В полномочия представителя Заказчика входит наблюдение за ходом выполнения согласованного объема, согласование и предложение Исполнителю дополнительного объема, проведение приемки до выпуска в эксплуатацию, взаимодействие с Исполнителем, производителем и Авиационным органом. Стороны могут</p>	<p>place of detection of the defect, T/C, reason for removal, if applicable.</p> <p>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.</p> <p>8.4 The Parties agree that the warranty does not apply to defects caused by:</p> <ul style="list-style-type: none"> <li>– external cause, such as but not limited to, defect of an another piece of equipment, corrosion, incorrect maintenance or use;</li> <li>– natural and normal wear and tear;</li> <li>– accident or incident concerning the aircraft, equipment or material;</li> <li>– or if there has been an attempt by the Customer or third parties to perform corrective maintenance action on the defect;</li> <li>– or if any maintenance due time has been exceeded on the equipment;</li> <li>– or if the equipment is provided by the Customer.</li> </ul> <p>- non-compliance by the Customer with requirements of the Aviation authorities and manufacturer of the aircraft;</p> <p>-accident not attributable to the defect;</p> <p>-FOD.</p> <p>8.5 Upon request of the Customer the Contractor shall transfer to the Customer any warranty received from third parties.</p> <p><b><u>9. Customer representative</u></b></p> <p>9.1 In case of attendance of representative of the Customer of performance of maintenance, (s)he is provided at no additional cost with access for purposes of communication with respect to the maintenance to the internet without limitations on traffics and access to international telephone. Authority of the representative include observance of performance of agreed scope of maintenance, approval and proposal of additional scope, performance of acceptance test before release to service, communication with the Contractor, Aviation authority and manufacturer of the aircraft. The Parties may agree on attendance of more than one representative of the Customer. Function of</p>
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согласовать присутствие более чем одного представителя Заказчика. Должность представителя Заказчика может исполняться удаленно, к примеру, службой контроля качества и иными уполномоченными органами Заказчика.

9.2 В ответственности Исполнителя предоставить представителю Заказчика пропуск и иные требуемые свидетельства безопасности для мгновенного и беспрепятственного доступа к месту выполнения обслуживания. В ответственности Исполнителя сообщить представителю Заказчика о наличии существенных ограничений (к примеру, на фотографирование), в месте выполнения обслуживания.

9.3 Если для выполнения обслуживания требуется выполнение работ или приобретение оборудования стоимостью выше 10 000 евро, или равносильную цену в иной валюте (по курсу ЦБ ЕС на день обращения Исполнителя Заказчику), то на такое действие будет требоваться письменное согласие Заказчика. Исполнитель немедленно обратиться к Заказчику, как только Исполнителю станет известно о возможности действия такой стоимости.

9.4. Представитель Заказчика имеет право осуществлять проверку качества выполнения обслуживания в любое время в рабочее или согласованное сверхурочное время в месте выполнения обслуживания.

## **10. Обслуживание**

10.1 В ответственности Заказчика доставить ВС, а в ответственности Исполнителя обеспечить немедленную доступность ангара для начала выполнения обслуживания — в соответствии с временем (часы и даты), согласованном Сторонами.

10.2 В ответственности Исполнителя сообщить Заказчику о наличии любых таможенных или подобных ограничений на ввоз, вывоз и пребывание ВС или любого оборудования в стране выполнения обслуживания.

10.3 Исполнитель выполняет обслуживание в соответствии с требованиями Авиационного органа и программы ТО Заказчика. В случае наличия дополнительных требований к обслуживанию, оные указываются Заказчиком в

representative of the Customer may be carried out at distance, e.g. by a quality control or other authorized body of the Customer.

9.2 The Contractor is responsible for providing to the Customer security passes and any other security documents for instant and unhindered access to maintenance performed. The Contractor is responsible for informing the Customer of presence of any essential restrictions (e.g. photography), at the location of maintenance performed.

9.3 Should for performance of maintenance hereunder performance of works or purchase of equipment be required in amount greater than 10 000 EUR, or an equivalent thereof in other currency (by the exchange rate of the EU CB at the date of such request of the Contractor to the Customer), a written approval of the Customer shall be required for such actions. The Contractor shall forthwith refer to the Customer as soon as a possibility of an action of such amount comes to the knowledge of the Contractor.

9.4. Representative of the Customer is entitled to perform inspection of quality of maintenance performed anytime within working or agreed overtime hours at the location of maintenance performed.

## **10. Maintenance**

10.1 The Customer is responsible for delivery of the aircraft, and the Contractor is responsible for instant availability of the hangar for start of the maintenance – in accordance with the time (date and hours), agreed by the Parties.

10.2 The Contractor is responsible for informing the Customer of presence of any customs or similar restrictions on import, export and staying of aircraft or any equipment thereof in the country of maintenance performed.

10.3 The Contractor performs the maintenance in accordance with requirements of the Aviation authority, and the Customer's maintenance program. In case of additional requirements to the maintenance, such are indicated in the order of the

<p>заявке.</p> <p>10.4 Стороны могут согласовать предоставление Исполнителем или субподрядчиками дополнительным трудовым ресурсам в соответствии с местным законодательством для предотвращения задержек в выполнении обслуживания по настоящему договору.</p> <p>10.5 Исполнитель без уважительной причины не будет запрашивать иную техническую документацию, кроме указанной Заказчиком в заказе.</p> <p>10.6 Места выполнения обслуживания указаны в действующем МОЕ Исполнителя.</p> <p><b><u>11. Ответственность Сторон и Страхование</u></b></p> <p>11.1 Стороны возмещают друг другу документально подтвержденный прямой ущерб.</p> <p>11.2 Любой косвенный и иной, отличный от прямого, ущерб, включая без ограничения упущенную прибыль, не подлежит возмещению Сторонами.</p> <p>11.3 Стороны соглашаются действовать разумным образом и стремиться уменьшить свои потери в случае наступления неблагоприятных обстоятельств, включая нарушение настоящего договора другой Стороной.</p> <p>11.4 С Даты вступления в силу и в течение срока действия данного Договора, <b>Исполнитель</b> должен обеспечить и предоставить подтверждения наличия страхования Ответственности владельцев авиационных ангаров на сумму не меньше, чем большая из двух сумм: 300 миллионов долларов США или верхний предел страхования такой ответственности, предусмотренный внутренней политикой <b>Исполнителя</b>, 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: 300 миллионов долларов США или верхний предел страхования такой ответственности, предусмотренный внутренней политикой <b>Исполнителя</b>, которые предоставляются ведущими международными страховыми брокерами и страховщиками ("<b>Страховки Исполнителя</b>").</p>	<p>Customer.</p> <p>10.4 The Parties may agree provision by the Contractor or the subcontractors of additional manhour resources i.a.w. local legislation in order to prevent delays in completion of maintenance performed hereunder.</p> <p>10.5 The Contractor will not without due reason request other technical documentation than given in the order of the Customer.</p> <p>10.6 Locations of performed maintenance are indicated in valid MOE of the Contractor.</p> <p><b><u>11. Liability of the Parties and Insurance</u></b></p> <p>11.1 The Parties reimburse one to the other documentally proven direct damage.</p> <p>11.2 Any indirect or other than direct damage, including without limitation lost profit is not reimbursed.</p> <p>11.3 The Parties agree to act in a reasonable manner and endeavour to mitigate their losses in case of negative circumstance, including breach hereof by other Party.</p> <p>11.4 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\$300 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\$300 million or the highest limit on a relevant policy carried by Contractor, effected through leading international insurance markets, brokers and insurers (the "Contractor's <b>Insurances</b>").</p>
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11.5 Исполнитель несёт ответственность за сохранность ВС и любого его оборудования в течение всего времени, пока они находятся в распоряжении Исполнителя, за исключением ущерба по причине грубой халатности или умысла со стороны Заказчика.

## **12. Управляющее законодательство и подсудность**

12.1 Определения и условия настоящего договора истолковываются в соответствии с законодательством \_\_\_\_\_.

12.2 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.

## **13. Действие**

13.1 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.

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

13.3 Слова, употреблённые в настоящем договоре, в единственном числе, также значат и

11.5 The Contractor is liable for damages caused to the aircraft any equipment thereof while being in its custody, excepting cases of willful misconduct and gross negligence of the Customer.

## **12. Подсудность и Управляющее законодательство**

12.1 Provisions of this Contract shall be construed with respective laws of \_\_\_\_\_.

12.2 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.

## **13. Validity**

13.1 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.

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

13.3 Words used hereon in singular number also

<p>множественное; и наоборот.</p> <p>13.4 «Согласованный», включая любое склонение, употреблённое в настоящем договоре, значит условие, указанное в заказе Заказчика, с учётом должным образом принятого Заказчиком объёма дополнительных работ.</p> <p>13.5 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</p> <p>13.6 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.</p> <p>13.7 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 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.</p>	<p>mean plural, and vice versâ.</p> <p>13.4 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.</p> <p>13.5 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.</p> <p>13.6 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.</p> <p>13.7 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.</p> <p>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.</p> <p>In case the obligations hereunder are violated or 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.</p>
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#### **14. Антикоррупционная оговорка**

14.1 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.

14.2 В случае возникновения у Стороны подозрений, что произошло или может произойти нарушение каких-либо положений пункта 14.1, соответствующая Сторона обязуется уведомить другую Сторону в письменной форме.

14.3 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 14.1 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.

В случае нарушения одной Стороной обязательств воздерживаться от действий,

#### **14. Anti-corruption clause**

14.1 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.

14.2 If the Parties have any suspicion of the occurrence or possible occurrence of any violation of the provisions stipulated in the clause 14.1, the corresponding Party shall notify the other Party in writing.

14.3 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 14.1 by the other Party, its employees, which 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.

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

указанных в пункте 14.1 , 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:** \_\_\_\_\_

14.1, 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:** \_\_\_\_\_

Приложение № 1 к договору.

**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	Наименование контрагента	Код ОКВЭД	Фамилия, имя, отчество руководителя	Серия и номер документа, удостоверяющего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенные условия		ИНН	ОГРН	Наименование/ ФИО	Адрес места нахождения адрес регистрации	Серия и номер документа, удостоверяющего личность (для физического лица)	Руководитель/ участник/ акционер/ бенефициар / данные об исполнительном органе	Информация о подтверждающих 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:

\_\_\_\_\_

\_\_\_\_\_

## 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)						
	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:

\_\_\_\_\_

\_\_\_\_\_

## Specification for Engine Replacement of engines on aircraft A319 /A320

### Спецификация на замену двигателей на воздушных судах A319/A320

#### 3. Scope of Work

- 7.1. Engine replacement on A319/A320 in accordance with standard with Workpackage ENG\_REPLACEMENT by Customer request
- 1.2. Maximum quantity of the replacements 8.
- 1.3. List of aircraft: VQ-BBA, VP-BIT; VQ-BAQ; VP-BZR; VQ-BCO, VP-BIV, VQ-BCP, VQ-BCG  
Registration numbers can be changed as to be agreed with the Contractor.
- 1.4. Engine ON shall be in serviceable condition, MPA is not required

#### 2. The schedule of engines replacement.

Period 01.03.2020 – 31.12.2020 as to be agreed with the Contractor.

#### 7. Объем работ

- 1.1. Замена двигателей на самолете A319/A320 в соответствии со стандартным WP ENG\_REPLACEMENT по запросу Заказчика.
- 1.2. Максимальное количество замен 8.
- 1.3. Замена двигателя должна быть произведена на ВС: VQ-BBA, VP-BIT; VQ-BAQ; VP-BZR; VQ-BCO, VP-BIV, VQ-BCP, VQ-BCG  
Регистрационные номера самолетов могут быть изменены по согласованию с исполнителем.
- 1.4. Устанавливаемые двигатели являются исправными без необходимости проведения МРА теста.

#### 8. Период замены двигателей.

С 01.03.2020 по 31.12.2020 по предварительному согласованию с исполнителем.

- 2.1. The aircraft delivery is to be arranged not later than a 08-00 local time on the engine removal date.
- 2.2. The turnaround time of each engine replacement must not exceed 48 hours since work started for the Services requested.

#### 3. Delivery place of the services.

TBD

#### 4. Bill of work.

4.1. Cost of labor and material shall be in accordance with the table below:

Table 1.

2.1. Поставка самолета должна быть организована не позднее 08-00 местного времени на дату снятия двигателя.

2.2. Продолжительность каждой замены двигателя не должна превышать 48 часов с момента начала работы для запрошенных Услуг.

#### 3. Место предоставления услуг.

#### 4. Стоимость услуг.

4.1. Стоимость услуг представлена в таблице ниже:

No	Description	Value
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1	Fixed Price <b>per one engine replacement</b> / Фиксированная цена <b>за одну замену двигателя</b>	EUR
2	Handling charge for supplied material / Надбавка за обработку на поставку материала	%
3.	Handling charge for Subcontracting services / Надбавка за субконтрактные работы	%
4.	General Man-Hour Rate / Общая ставка за человеко-час	EUR
5.	Engineering Man-Hour rate / Ставка за человеко-час работы инжиниринга	EUR

#### 4.2 The Fixed Price shall include:

- The work, as specified in Article 1 (Scope of work).
- Cost of Materials (Consumables / Expendables, routine Materials, raw and repair Materials) for works, which are specified in Article 2;
- All works, tests, consumables, liquids (top up/replacement) required for swapping of components between removed and installed engines as mentioned in the Table 2 below;

Table 2 List for Swapping of Components

#### 4.2 Фиксированная цена должна включать:

- Работы, перечисленные в разделе 1 (Объем работ).
- Стоимость материалов (расходные материалы, и материалы для ремонта), для выполнения работ, перечисленных в разделе 2;
- Все работы, проверки, расходные материалы, жидкости (пополнение / замена), необходимые для размена компонентов между снятым и устанавливаемым двигателями, как указано в таблице 2 ниже;

Таблица 2 Стандартный список для размена компонентов между двигателями.

No	Component Description	Reference Part Number
1	INLET COWL ASSY	642-1000-505
2	CORE NOZZLE ASSY	642-4001-501
3	CENTERBODY ASSY	238-0451-521
4	HYDRAULIC PUMP	3031863-001
5	ANTI ICE VALVE	327155-3
6	IDG	740119H
7	ADAPTER-IDG QAD	740123A
8	STARTER VALVE	3291556-3
9	STARTER	3505582-65
10	HP REG VALVE	6773E010000
11	BLEED PRESS REG VALVE	6774F010000
12	IP CHECK VALVE	2293B020000
13	HYDRAULIC LOW PRESS SWITCH	450-1-3100-00 or 50-1-3100-00
14	HYDRAULIC FILTER ASSY	QA06305
15	ID PLUG	390-611-301-0 or 390-611-401-0

- NDT, inspection of engine mount bolts and related hardware (bolts, screws, nuts and brackets);
- Labor for verification of Fan Blade damage and repair map for installed engine;
- Utilization of tooling and GSE equipment, and
- Неразрушающий контроль, осмотр болтов крепления двигателя и соответствующего оборудования (болты, винты, гайки и кронштейны);
- Трудозатраты для проверки повреждения лопаток вентилятора и карты ремонта для установленного двигателя;
- Использование инструментов и

hangar space for a defined layover period;

- Engineering support for the performance of Services, which are specified in Article 2;
- Engine ECU ID plug reprogramming (if necessary);
- Preservation of the removed CFM56-5B for a period 365 day or less, if it specified in Work Package, including materials;
- De-preservation of delivered for installation engines including materials;
- Handling of parts supplied by the Customer before or at the time of Delivery for the performance of the Services, which are specified in Article 2, including installed Engine after arriving to the facility;
- Preparation of the removed engine CFM56-5B for transportation including engine packing and unloading/loading from/on a truck;
- Aircraft towing to/from the hangar to the engine run testing area;
- Aircraft ground handling at arrival and departure including toilets and water servicing;
- Departure assistance, aircraft towing from and to the maintenance facility, aircraft parking;
- Light Checks, such as Daily-check;
- Customer representative office space with phone and internet connection.

5.1. All additional works, for example finding's rectification, not included into Fixed Price, shall be paid based on Time & Material

## **5. Requirements for acceptance of service.**

6.1. The final inspection of Aircraft will be performed by Provider and Customer after work accomplishment;

оборудования GSE, а также пространства ангара в течение выполнения работ;

- Инженерная поддержка выполнения Услуг, перечисленных в разделе 2;
- Перепрограммирование ECU ID plug двигателя (если необходимо);
- Консервация снятого CFM56-5B на срок 365 дней или менее, если это указано в Рабочем пакете, включая материалы;
- Расконсервация поставляемого для установки двигателя, включая материалы;
- Обработка частей, поставляемых Заказчиком до или во время поставки для выполнения Услуг, перечисленных в разделе 2, в том числе устанавливаемого двигателя после прибытия к месту замены;
- Подготовка снятого двигателя CFM56-5B для транспортировки, включая упаковку и разгрузку / загрузку двигателя с / на средство транспортировки;
- Буксировка самолета в / из ангара в зону опробования двигателя;
- Наземное обслуживание воздушных судов по прибытии и перед вылетом, включая слив туалетов и заправку питьевой водой;
- Помощь при выезде, буксировка самолета с и до места обслуживания, парковка для самолетов;
- Оперативное техобслуживание - Daily-check;
- Офисные помещения для заказчика с телефоном и доступом в Интернет.

5.2 Все дополнительные работы, например, устранение обнаруженных дефектов, не включенные в фиксированную цену, должны оплачиваться по методу Время/Материал.

## **6. Требования к приемке выполненных работ.**

6.1. Окончательная проверка воздушных судов будет выполняться Исполнителем и Заказчиком после

- |  |   |
|--|---|
| <p>6.2. The Provider shall submit Deferred Maintenance Items at Aircraft redelivery;</p>   | <p>выполнения работ;</p> <p>6.2. Исполнитель должен оформить лист по отложенному техническому обслуживанию при отправлении воздушных судов;</p>   |
| <p>6.3. At Aircraft redelivery, the Provider's certified personnel shall enter all appropriate writings in Aircraft Technical Logbook and Aircraft Cabin Logbook (if required) in accurate manner reflecting all work performed and sign it to release the Aircraft, and issue a Certificate Release to Service (CRS) under Bermuda CAA Approval upon the Works completed;</p> | <p>6.3. При выпуске воздушного судна, сертифицированный персонал Исполнителя, должен сделать все соответствующие записи в Техническом журнале воздушного судна и в Журнале пассажирской кабины (если необходимо) с точным описанием, отражающим все выполненные работы, а также выпустить Сертификат допуска самолета к эксплуатации (CRS) после окончания работ;</p> |
| <p>6.4. A Hard copy of Work Package performed shall be delivered by Provider to the Customer within 20 days or other period if agreed.</p>   | <p>6.4. Оригинал выполненного рабочего пакета должен быть направлен Исполнителем Заказчику в течение 20 дней или в другие сроки, если они согласованы.</p>  |
| <p>6.5. PMA and Non-OEM parts are not allowed for installation on aircraft or engine if not approved by Customer.</p>  | <p>6.5. Части PMA и Non-OEM не допускаются для установки на самолетах или двигателях, если они не одобрены Заказчиком.</p>  |