

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

Approval date 

29	05	2018r.
----	----	--------

### Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: <a href="http://etpgpb.ru/">http://etpgpb.ru/</a>			
Date and time for the requests receiving commencement	29	05	2018г.	18:00 Moscow time
Date and time for the request receiving completion	14	06	2018г.	10:00 Moscow time
Place and date for examination of procurement bidder proposals and summarizing of results	18/4 Pilotov ul., Saint Petersburg, , Russian Federation, 196210			
	20	06	2018г.	
Commencement date for providing clarifications on procurement documentation		29	05	2018г.
Completion date for providing clarifications on procurement documents		07	06	2018г.
Specifying the features of participation	"Not applicable"			
Option to submit an alternative offer	"Not applicable"			
Option to engage co-contractors/subcontractors	"Applicable"			
Distribution of the total scope of procurement between the procurement parties	"Not applicable"			
Subject-matter of the procurement	Maintenance of "Rossiya airlines" JSC aircraft in transit airports in the territory of Spain, Portugal and Tunisia.			
Number of lots	3			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Maintenance of "Rossiya airlines" JSC B747-400 aircraft at the Barcelona (BCN) transit airport			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
90 000,00	euro	not defined	unit	33.16	33.16.10.000
Place of Delivery/Performance of Works/Provision of Services (address)		Barcelona Airport, Spain			
Term and Payment Procedure for Goods (Work. Service)		Payment terms and procedure: within 30 calendar days from the receipt of the Service Provider's invoice			

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

Lot № 2					
Name of the Subject-Matter of the Agreement (lot)		Maintenance of “Rossiya airlines” JSC B747-400 aircraft at the Lisbon (LIS) transit airport			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
60 000,00	euro	not defined	unit	33.16	33.16.10.000
Place of Delivery/Performance of Works/Provision of Services (address)			Lisbon Airport, Portugal		
Term and Payment Procedure for Goods (Work. Service)			Payment terms and procedure: within 30 calendar days from the receipt of the Service Provider’s invoice		
Request Security (amount)			Not applicable		
Right of the Procurement Bidder to submit a draft of counter-agreement			Applicable		

Lot № 3					
Name of the Subject-Matter of the Agreement (lot)		Maintenance of “Rossiya airlines” JSC B737-800 and B747-400 aircraft at the Enfidha (NBE) transit airport			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
120 000,00	euro	not defined	unit	33.16	33.16.10.000
Place of Delivery/Performance of Works/Provision of Services (address)			Enfidha Airport, Tunisia		
Term and Payment Procedure for Goods (Work. Service)			Payment terms and procedure: within 30 calendar days from the receipt of the Service Provider’s invoice		
Request Security (amount)			Not applicable		
Right of the Procurement Bidder to submit a draft of counter-agreement			Applicable		

### Assessment and Comparing Criteria of Quotes

Lot №1	
Name of Criterion 1	Fee for guaranteed engineering personnel availability upon the Carrier’s requests, EURO / month.
Points Calculation Procedure for Criterion 1	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assessed proposal of a participant; - $K$ - the maximum number of points.

Maximum number of points for criterion 1		30
Name of Criterion 2	Call-out fee, including 1 man-hour of EP of cat. B1/B2, EURO.	
Points Calculation Procedure for Criterion 2	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assessed proposal of a participant; - $K$ - the maximum number of points.	
Maximum number of points for criterion 2		30
Name of Criterion 3	Rate for additional man-hour of EP of cat. B1/B2, EURO.	
Points Calculation Procedure for Criterion 3	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assessed proposal of a participant; - $K$ - the maximum number of points.	
Maximum number of points for criterion 3		20
Name of Criterion 4	Guaranteed arrival time of Handling Company EP on board the AC, minute	
Points Calculation Procedure for Criterion 4	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assessed proposal of a participant; - $K$ - the maximum number of points.	
Maximum number of points for criterion 4		20

Lot №2		
Name of Criterion 1	Fee for guaranteed engineering personnel availability upon the Carrier's requests, EURO / month.	
Points Calculation Procedure for Criterion 1	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assessed proposal of a participant; - $K$ - the maximum number of points.	
Maximum number of points for criterion 1		35
Name of Criterion 2	Rate for additional man-hour of EP of cat. B1/B2, EURO.	
Points Calculation Procedure for Criterion 2	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assessed proposal of a participant; - $K$ - the maximum number of points.	
Maximum number of points for criterion 2		35
Name of Criterion 3	Guaranteed arrival time of Handling Company EP on board the AC, minute	

Points Calculation Procedure for Criterion 3	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assessed proposal of a participant; - $K$ - the maximum number of points.
Maximum number of points for criterion 3	30

<b>Lot №3</b>	
Name of Criterion 1	Call-out fee, including 1 man-hour of EP of cat. B1/B2, EURO.
Points Calculation Procedure for Criterion 1	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assessed proposal of a participant; - $K$ - the maximum number of points.
Maximum number of points for criterion 1	60
Name of Criterion 2	Rate for additional man-hour of EP of cat. B1/B2, EURO.
Points Calculation Procedure for Criterion 2	To calculate the number of points using the formula: $S_{base} / S_{prop} \times K$ , where: - $S_{base}$ - the best (lowest) of all the proposals of the participants; - $S_{prop}$ - assessed proposal of a participant; - $K$ - the maximum number of points.
Maximum number of points for criterion 2	40

## 1. General Terms of the Procurement Procedure

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

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

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

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

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

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

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

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

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

## **2. Procedure for Submission of Requests**

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

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

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

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

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

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

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

#### **4. Payment Method for Goods, Work, and Service**

4.1. The payment method is cashless transfer.

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

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

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

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

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

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

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

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

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

8.1.2. Availability of the relevant licenses, certificates, approvals and other permits of governmental authorities of the Russian Federation and/or other countries (if applicable) to undertake by them or persons contracted by them, of activity which is necessary to meet obligations undertaken by them in accordance with this documentation and an agreement expected for conclusion in accordance with this documentation.

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

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

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

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

8.1.6. Financial and economic performance figures of the procurement bidder shall evidence its solvency and financial stability.

8.1.7. A lack of information of the procurement bidder in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of

mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 “On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs”.

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

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

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

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

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

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

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

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

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

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



- 9.4. The Request validity period for participation in the procurement shall be at least 90 days from the end date for submission of requests for participation in the procurement.
- 9.5. A request shall be provided for each lot separately.
- 9.6. A request shall include one main request with the price, dates and other terms of delivery of goods/performance of works/provision of services provided that submission of alternative proposals is not contemplated by procurement documentation.
- 9.7. The Bidders shall pay independently all expenses related to submission of the request, including but not limited to expenses for examination of this documentation and issuance of proposals.

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

- 10.1. Requests for participation in procurement shall subject to two-stage check:  
Stage one – is a pre-qualification stage of examining such requests for the conformity with the requirements of procurement documents in part of execution of such requests;  
Stage two – is an assessment stage of requests passed the pre-qualification stage.
- 10.2. The pre-qualification stage of examining of requests for the conformity with requirements of procurement documentation shall be carried out based on the following indicators and assessment procedure:
- 10.2.1. Conformity with the requirements for procurement bidders: checking the bidders for the conformity with the requirements based on documents received in accordance with clause 8, including but not limited for its legal capacity and a lack of a procurement bidder in the register of mala fide suppliers.
- 10.2.2. The completeness of the documents submitted: check for the conformity of the documents submitted in the request with the required list (Appendix 1 and 2) as well as the accuracy of information and documents submitted.
- 10.2.3. Conformity of the request for participation with the requirements of procurement documents: check for the contents of the request, including the contents of the price proposal, other information in accordance with the requirements of procurement documentation.
- 10.3. If in the course of the pre-qualification stage the competition commissions establishes the fact that the request fails to conform by one or more indicators referred to in clause 9, such request shall be waived and shall be subject to no further examination.
- The request of the procurement bidder may also be waive in the following instances:
- a) there is a failure to submit copies of documents as well as other information required by the procurement documentation;
  - b) non-conformity of the procurement bidder with the requirements for the procurement bidders set by procurement documentation;
  - c) submission of knowingly false information as a part of the request, intentional misrepresentation of information or documents making a part of such request;
  - d) a failure to provide clarifications on the request for participation in the request for quotations upon request of the Competition Commission;
  - e) existing information on the procurement bidder in the register of mala fide suppliers;

f) existing overdue accounts receivables with the procurement bidder and/or unfulfilled obligations to the customer and its subsidiaries and related companies (including affiliated structures with the procurement bidder);

g) non-conformity of goods, works, and services offered with the requirements of procurement documentation;

h) existing other adverse information identified by the results of the check.

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

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

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

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

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

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

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

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

10.10.2. It shall be recognized the Winner in the request for proposals that bidder which conforms to the requirements set by procurement documentation, which has proposed the best combination of terms for the performance of an agreement and to the request for participation in the request for proposals is assigned number one. The assignment of the sequence number to each request for participation in the request for proposals as the advantage degree of the terms for the performance of an agreement contained in such request decreases, shall be done by the results of final point calculation for each request. Number one shall be assigned to the request for participation in the request for proposals which has gained the highest final point. The final point of each request for participation in the request for proposals shall be calculated by adding points for each criterion for the assessment of such request.

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

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

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

10.13. The term for signature of the agreement with the bidder whose proposal is recognized the best – not later than seven calendar days from the date of the receipt of such agreement from the Customer.

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

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

10.15. Should the winner in the request for proposals be evading the conclusion of the agreement, the competition commission may take a decision to conclude an agreement with the bidder whose request was assigned number two by the results of assessment and comparison of requests (proposals), on the terms of the performance of the

agreement proposed by such bidder in the request. Such decision shall be executed as the relevant record of the meeting of the competition commission. The bidder in the request for proposals is not entitled to waive the conclusion of the agreement.

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

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

10.18. Should the customer waive the conclusion of the agreement with the winner in the request for quotations and the bidder which proposed the same price in the quotation request as the winner, or whose proposal of the agreement price contains better terms next to the ones proposed by the winner as well as if the customer waives the conclusion of the agreement with the winner in the request for proposals and the bidder whose request was assigned number two, the customer shall post its notice on recognition of the request for quotations, request for proposals failed, in the unified information system.

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

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

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

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

## **12. Closing Provisions**

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

**Appendices:**

Appendix 1: Request Form for Participation in the Procedure

Appendix 2: Bidder Questionnaire Form

Appendix 3: Terms of Reference

Appendix 4: Draft Agreement

**Appendix 1**  
**to Procurement Documentation**

<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 request for quotations, request for proposals and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
предлагает заключить договор на
<i>(state the subject-matter of the agreement)</i>
In accordance with the price proposal and other documents which are an integral part of this request for participation in the procedure of public request for quotations, request for proposals.
Quote:
<b><u>Lot №1</u></b>
1. Fee for guaranteed engineering personnel availability upon the Carrier's requests, _____ EURO / month.
2. Call-out fee, including 1 man-hour of EP of cat. B1_____/B2_____, EURO.
3. Rate for additional man-hour of EP of cat. B1_____/B2_____, EURO
4. Guaranteed arrival time of Handling Company EP on board the AC, minute _____ .
<b><u>Lot №2</u></b>
1. Fee for guaranteed engineering personnel availability upon the Carrier's requests, _____ EURO / month.
2. Rate for additional man-hour of EP of cat. B1_____/B2_____, EURO.
3. Guaranteed arrival time of Handling Company EP on board the AC, minute _____ .
<b><u>Lot №3</u></b>
1. Call-out fee, including 1 man-hour of EP of cat. B1_____/B2_____, EURO.
2. Rate for additional man-hour of EP of cat. B1_____/B2_____, EURO .
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation

<sup>1</sup> To18 be executed on the official letterhead of the bidder in the procurement procedure as a separate docum19ent.

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.	
4. In the event of our winning in the request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.	
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.	
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.	
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.	
8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.	
9. Принимаем на себя обязательство не изменять и (или) не отзывать заявку на участие в закупке после истечения срока окончания подачи заявок на участие в запросе котировок, запросе предложений.	
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> .	
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:	
11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;	
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.	
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>	

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



Date, place and registration authority	
Founders	
Primary Business	
Included in the small and medium businesses <sup>3</sup>	
OKPO	
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 a request for quotations in the unified information system (for foreign companies – statement from the Trade Register).	
3. Document evidencing the powers of the person to act on behalf of the procurement bidder – legal entity (copy of resolution on appointment or election or an order on appointment of an individual to the office under which such individual is entitled to act on behalf of the procurement bidder without a power of attorney (hereinafter also the Principal). If other person acts on behalf of the procurement bidder, such competition request shall also include a power of attorney to perform actions on behalf of the procurement bidder certified by the seal of the procurement bidder (for legal entities) and signed by the principal of the procurement bidder or a person authorized by such principal, or notarized copy of such power of attorney. If the said power of attorney is signed by the person authorized by the principal of the procurement bidder, the request for participation in the competition shall also include a document evidencing the powers of such person.	
4. Details of a lack of/existing affiliation of the procurement bidder with the employees of Rossiya Airlines JSC and their close relatives (spouses, children, parents, brothers and sisters).	
5. A copy of notice on application of the simplified taxation system (STS) or a notifying statement of the bidder on STS application with the seal of the tax authority (where applicable), with the submission of a tax return on the tax to be paid in connection with the STS application, for the latest year.	
6. For a group (for several persons) of persons acting on the part of one procurement bidder, it shall be submitted additionally a copy of the document evidencing the union of persons acting on the part of the one procurement bidder into the group, and the right of a certain procurement bidder to participate in the procedure on behalf of the group of persons, including submit a request for participation, to sign an agreement.	

<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

<b>5. Contact person</b> _____ <div style="text-align: right; font-size: small;">(state last name, first name, patronymic, telephone, fax, e-mail)</div>			
<b>This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.</b>			
<b>Principal</b> <div style="text-align: center; font-size: small;">(title of the Principal)</div>	_____ <div style="text-align: center; font-size: small;">(signature)</div>	_____ <div style="text-align: center; font-size: small;">(state initials, last name)</div>	
Date of Issuance	SEAL		
	_____ <div style="font-size: small;">(DD)</div>	_____ <div style="font-size: small;">(MM)</div>	_____ <div style="font-size: small;">(YYYY)</div>

**Appendix 3**  
**To Procurement Documentation**

**Terms of reference**

Subject-matter of the procurement	Maintenance of “Rossiya airlines” JSC aircraft in transit airports in the territory of Spain, Portugal and Tunisia.		
Nomenclature, description of products (work, service)	Units of Measurement	Quantity (Scope)	Option to replace (equivalent)
Aircraft maintenance (AC maintenance) in transit airport.	unit	not defined	No
Delivery place of goods, performance of works and provision of services (address)	Barcelona Airport, Spain Lisbon Airport, Portugal Enfidha Airport, Tunisia		
Dates or schedule of shipment/delivery of goods, performance of works and provision of services	from the moment of signing the contract – 31.12.2020		
Requirements for the acceptance of goods, work, services	Upon completion of maintenance the Airworthiness Certificate for Carrier’s AC shall be issued in accordance with the requirements of Aviation Authorities:  - Bermuda (BCAA) – for “Rossiya airlines” JSC B 737-800 aircraft;  - Europe (EASA) – for “Rossiya airlines” JSC B747-400.		
Requirements for safety, quality, technical performance, functionality (consumer properties) of goods, work, and service, for sizes, packing, shipment of goods, work results	Engineering personnel (EP) of the Service Provider shall perform the work on the maintenance of the Carrier’s AC in accordance with the existing qualification and certificates, current standard and maintenance documentation for aviation equipment (MP, AMM, SRM, maintenance task card) current guidelines (MCM etc.)		

established by the customer and provided for technical maintenance rules in accordance with the laws of the Russian Federation about technical regulation, documents elaborated and applicable in the national system of standardization adopted in accordance with the laws of the Russian Federation on standardization, other requirements related to the establishment of the compliance of goods to be supplied, works to be performed, service to be provided with the customer needs	<p>and Carrier's instructions.</p> <p>Upon work completion the Service Provider EP shall submit scan copies of the documents confirming performance of maintenance (ATL, CLB etc.) to the Carrier's address: <a href="mailto:MccVKO@rossiya-airlines.com">MccVKO@rossiya-airlines.com</a></p> <p>As the maintenance is carried out on the Carrier's foreign manufactured commercial AC, registered in the foreign state registers (of Bermuda, Ireland), state standards of the Russian Federation are not applicable to the purchased maintenance services.</p>
Requirements for the price formation for goods: whether or not delivery is included in the price of goods as well as loading/unloading, insurance, assembly, training of the staff, customs fees to be paid in release of goods for internal consumption in the territory of the Customs Union, etc.	The price of the service includes the cost of labor EP of Service Provider to perform maintenance of the aircraft.
Requirements for the term and scope of the warranty to be provided with respect to quality of goods, work, and service	<p>In accordance with the applicable requirements of BCAA and EASA for maintenance and continuing airworthiness, the signature of the EP of the Service Provider in the technical logbook of the Carrier's AC confirms correct execution of maintenance and indicates the release to service of ATE after completed maintenance.</p> <p>Spare parts, assemblies and aggregates installed by the Service Provider on the AC during maintenance shall be subject to the manufacturer's, supplier's, or last maintenance or repair contractor's warranty for such ATE.</p>
Other necessary information or additional requirements	See below
<p><b>1. Subject-matter of the procurement.</b></p> <p><b>1.1. Lot No. 1.</b> Maintenance of "Rossiya airlines" JSC B747-400 aircraft at the Barcelona (BCN) transit airport to the extent of:</p> <p>1.1.1. On-Call Maintenance to recover failure of equipment making an entry in the Technical Logbook on aircraft release to service. The reason for service provision will be the request of the Maintenance Coordination Center (MCC) of the Carrier submitted by phone or e-mail. The Service Provider shall ensure the EP arrival on board the aircraft within the agreed time</p>	

from receipt of the Carrier's request.

1.1.2. By special Carrier's request and by agreement with the Service Provider:

- performance of the AC line maintenance, replacement of accessories, non-destructive testing, aircraft structure repairs - within the approved scope of the Service Provider's activities for the BCN Airport, and depending on the availability and capabilities of the subcontractors of the Service Provider at the BCN Airport;
- provision of ATE including on lease;
- ensuring the safe storage of the Carrier's ATE;
- performance or control the fueling and defueling of POL, AC system fluids;
- performance or following, AC towing and evacuation under the authority of the Carrier;
- provision of other services under the current fares and fees published by the Service Provider.

1.1.3. The list of the aircraft to be maintained see in Appendix 1. Flights schedule see in the Appendix 2.

1.2. **Lot No. 2.** Maintenance of "Rossiya airlines" JSC B747-400 aircraft at the Lisbon (LIS) transit airport to the extent of:

1.2.1. On-Call Maintenance to recover failure of equipment making an entry in Technical Logbook on aircraft release to service. The reason for service provision will be the request of the Maintenance Coordination Center (MCC) of the Carrier submitted by phone or e-mail. The Service Provider shall ensure the EP arrival on board the aircraft within the agreed time from receipt of the Carrier's request.

1.2.2. Upon the separate Carrier's request and as agreed by the Service Provider:

- performance of the AC line maintenance, replacement of accessories, non-destructive testing, aircraft structure repairs - within the approved scope of the Service Provider's activities for the LIS airport, and depending on the availability and capabilities of the subcontractors of the Service Provider at the LIS airport;
- ATE provision including on lease;
- ensuring the safe storage of the Carrier's ATE;
- performance or control the fueling and defueling of POL, AC system fluids;
- performance or following, AC towing and evacuation under the authority of the Carrier;
- provision of other services under the current fares and fees published by the Service Provider.

1.2.3. The list of the aircraft to be maintained see in Appendix 1. The flight schedule is in course of drafting. Will be reported separately.

1.3. **Lot No. 3.** Maintenance of "Rossiya airlines" JSC B737-800 and B747-400 aircraft at the Enfidha (NBE) transit airport to the extent of:

1.3.1. On-Call Maintenance to recover failure of equipment making an entry in Technical Logbook on aircraft release to service. The reason for service provision will be the request of the Maintenance Coordination Center (MCC) of the Carrier submitted by phone or e-mail. The Service Provider shall ensure the EP arrival on board the aircraft within the agreed time from receipt of the Carrier's request.

1.3.2. Upon the separate Carrier's request and as agreed by the Service Provider:

- performance of the AC line maintenance, replacement of accessories, non-destructive testing, aircraft structure repairs - within the approved scope of the Service Provider's activities for the NBE airport, and depending on the availability and capabilities of the subcontractors of the Service Provider at the NBE airport;
- ATE provision including on lease;
- ensuring the safe storage of the Carrier's ATE;
- performance or control the fueling and defueling of POL, AC system fluids;
- performance or following, AC towing and evacuation under the authority of the Carrier;
- provision of other services under the current fares and fees published by the Service Provider.

1.3.3. The list of the aircraft to be maintained see in Appendix 1. The flight schedule see in Appendix 2.

1.4. Additional technical information on the Carrier's aircraft fleet may be provided at the request of participants in this procurement.

1.5. Access to MD and MCM will be provided by the Service Provider after concluding the contract.

## **2. Terms of service provision.**

2.1. Initial period of the contract validity – from the moment of signing the contract to 31.12.2020.

2.2. Renewal of the contract will be possible upon a mutual agreement of the parties.

## **3. Payment terms and procedure.**

3.1. Payment terms: wire transfer.

3.2. Payment terms and procedure: within 30 calendar days from the receipt of the Service Provider's invoice.

## **4. Requirements for commercial proposals of participants.**

4.1. The commercial proposal of a participant in this procurement shall contain at least:

- Location of service;
- AC type to be maintained;
- tariffs / fees of the Service Provider, within the limits set forth in subparagraphs 4.1 - 4.3 (prices - excluding VAT);
- the guaranteed arrival time of the Service Provider's EP on board the aircraft\* from request of the Carrier's MCC - only for Lots No. 1 and 2;
- valid maintenance certificate under the provisions of section 5 below.

4.2. Fare/fee limits for Lot No.1 (BCN)

No.	Fare/fee type	Amount, not exceeding
1.	Monthly fee for guaranteed provision by EP at the Carrier request euro / month and the number of person-hours, calls, or flights per	According to the participant

	month, it is covered. * (If applicable)	offer
2.	Fee for call including 1 person-hour of EP labor cat. B1 / B2, euro. *	650,00
3.	Rate of additional person-hours of EP labor cat. B1 / B2, euro. *	80,00

#### 4.3. Fare/fee limits for Lot No. 2 (LIS)

No.	Fare/fee type	Amount, not exceeding
	Monthly fee for guaranteed provision by EP at the Carrier request euro / month and the number of person-hours, calls, or flights per month, it is covered. * (If applicable)	According to the participant offer
	Rate of additional person-hours of EP labor cat. B1 / B2, euro. *	80,00

#### 4.4. Fare/fee limits for Lot No 3 (NBE)

No.	Fare/fee type	Amount, not exceeding
	Fee for call including 1 person-hour of EP labor cat. B1 / B2, euro. *	250,00
	Rate of additional person-hours of EP labor cat. B1 / B2, euro. *	150,00

4.5. The parameters marked with an asterisk (\*) above are the criteria for comparing the participants' offers and determining the winner of this procurement procedure. A smaller value of this parameter in the participant's offer will bring more points according to the corresponding criteria for participant selection.

4.6. The subscription fee for the guaranteed provision of ITP at the Carrier's request will be payable only for the periods (months) during which the Carrier actually performs flights to the relevant airport.

4.7. The parties may agree other types and amounts of Service Provider fees and fares in the contract concluded with the winner of this procurement procedure.

### 5. Basic requirements for participants and procurement features

5.1. Service Provider claiming to win the tender for Lot No. 1 and 2 must have a valid EASA Part-145 certificate with an approved activity in Line Maintenance of B747-400.

5.2. Service Provider claiming to win the tender for Lot No. 3 must have a valid certificate of Bermuda OTAR Part-145 with the approved activity in airport NBE in Line Maintenance on B737-800 and valid EASA Part-145 certificate with approved activity in Line Maintenance on B747-400.

If procurement participant of Lot No. 3 does not have the Bermuda OTAR Part-145 certificate and/or EASA Part-145, a similar document(s) issued by the authorized civil aviation authority of the State of Service Provider location may be considered. And if such a participant is recognized as the winner of procurement procedure, a contract may be concluded with him allowing limited scope of maintenance on the basis of one-time individual permits for Service Provider EP, drawn up in the Carrier's quality system.

5.3. In the event that at the time of submitting request for participation in this procurement procedure, there is no specific type or modification of the Carrier's aircraft in the valid

participant's certificate, but the aircraft type (s) of a similar class/generation are available, the Carrier may accept such request for consideration and if participant is declared as the procurement procedure winner, conclude contract with him, allowing for the period until the aircraft specific type and/or modification is entered into the certificate, the possibility of fulfilling limited scope of maintenance on the basis of one-time individual permits for Service Provider EP, drawn up in the Carrier's quality system.

If at the time of application for participation in this procurement procedure in the valid participant's certificate for a particular airport there is no specific type or modification of the aircraft of the Carrier, but there is a type (s) of the aircraft of the same class / generation, and in the participant's guidance documents there are maintenance of the aircraft at AOG out of the approved line stations, providing for registration of the aircraft admission to operation with reference to the organization's own certificate, the Carrier can accept such application for consideration, and, if the participant is recognized as the winner of the procurement procedure, conclude a contract with him.

5.4. The Service Provider must have the manpower, facilities, tools and equipment at the location of service in the quantity sufficient to realize the maintenance provided for in the contract considering flight schedule of the Carrier.

5.5. Subcontractors operating within the Service Provider quality system may be recruited for the performance of certain work types by prior agreement with the Carrier.

5.6. The carrier must be authorized to conduct audits of the production facilities and quality system of the Service Provider before the contract conclusion and during its execution.

5.7. The Service Provider shall be able, in agreement with the Carrier, to ensure the supply and storage at the location of service the standard expendable and disposable materials for maintenance, other ATE in accordance with required scope of work. Any ATE supplied by the Service Provider must be accompanied by certificates in accordance with EASA requirements.

## **6. Acceptability of contractual documentation of procurement participants.**

6.1. The procurement participant has the right to offer a counterproposal of the contract, with observance of all the obligatory conditions specified in the procurement documentation. Compliance with all requirements of this Terms of Reference is also required.

## Appendix 1

### B 737-800 aircraft fleet of “Rossiya airlines” JSC

No.	Aircraft type and model	N/A	Serial number	Engine model	APU
1.	B737-800	VQ-BSS	33602	CFM56-7B26	GTCP131-9(B)
2.	B737-800	VQ-BSR	33622	CFM56-7B26	GTCP131-9(B)
3.	B737-800	VQ-BUF	34897	CFM56-7B26	GTCP131-9(B)
4.	B737-800	VQ-BUE	34900	CFM56-7B26	GTCP131-9(B)
5.	B737-800	VQ-BPX	35278	CFM56-7B26	GTCP131-9(B)
6.	B737-800	VQ-BVV	41201	CFM56-7B26	GTCP131-9(B)
7.	B737-800	VQ-BVU	41202	CFM56-7B26	GTCP131-9(B)
8.	B737-800	VQ-BWJ	41212	CFM56-7B26	GTCP131-9(B)
9.	B737-800	VP-BGQ	41227	CFM56-7B26	GTCP131-9(B)
10.	B737-800	VP-BGR	41228	CFM56-7B26	GTCP131-9(B)
11.	B737-800	VP-BUS	44435	CFM56-7B26	GTCP131-9(B)
12.	B737-800	VP-BOA	41232	CFM56-7B26	GTCP131-9(B)
13.	B737-800	VP-BOB	41236	CFM56-7B26	GTCP131-9(B)
14.	B737-800	VP-BOD	41238	CFM56-7B26	GTCP131-9(B)
15.	B737-800	VP-BOH	41244	CFM56-7B26	GTCP131-9(B)

### B 747-400 aircraft fleet of “Rossiya airlines” JSC

No.	Aircraft type and model	N/A	Serial number	Engine model	APU
1.	B747-400	EI-XLD	26360	CF6-80C2B1F	PW901A
2.	B747-400	EI-XLE	26362	CF6-80C2B1F	PW901A
3.	B747-400	EI-XLC	27100	CF6-80C2B1F	PW901A
4.	B747-400	EI-XLF	27645	CF6-80C2B1F	PW901A
5.	B747-400	EI-XLJ	27646	CF6-80C2B1F	PW901A
6.	B747-400	EI-XLI	27648	CF6-80C2B1F	PW901A
7.	B747-400	EI-XLH	27650	CF6-80C2B1F	PW901A
8.	B747-400	EI-XLG	29899	CF6-80C2B1F	PW901A
9.	B747-400	EI-XLM	28028	PW4056-3	PW901A



## Appendix 2

Flight schedule in SS of 2018 (UTC) at Barcelona airport (BCN)

Flight number	Period		Days of operation	AC type	Airport of departure	Time of departure	Airport of arrival	Time of arrival
FV5779	06.06.2018		..3....	B747-4	LED	13:15	BCN	17:15
FV5780	06.06.2018		..3....	B747-4	BCN	19:20	LED	23:30
FV5731	08.06.2018	15.06.2018	....5..	B747-4	VKO	1:25	BCN	5:40
FV5732	08.06.2018	15.06.2018	....5..	B747-4	BCN	7:25	VKO	11:40
FV5779	09.06.2018	29.09.2018	.....6.	B747-4	LED	11:30	BCN	15:30
FV5780	09.06.2018	29.09.2018	.....6.	B747-4	BCN	17:15	LED	21:25
FV5731	10.06.2018	30.09.2018	.....7	B747-4	VKO	1:00	BCN	5:15
FV5732	10.06.2018	30.09.2018	.....7	B747-4	BCN	7:00	VKO	11:15
FV5731	12.06.2018	25.09.2018	.2.....	B747-4	VKO	0:05	BCN	4:20
FV5732	12.06.2018	25.09.2018	.2.....	B747-4	BCN	6:05	VKO	10:20
FV5779	13.06.2018	26.09.2018	..3....	B747-4	LED	10:45	BCN	14:45
FV5780	13.06.2018	26.09.2018	..3....	B747-4	BCN	16:30	LED	20:40
FV5731	22.06.2018		....5..	B747-4	VKO	1:45	BCN	6:00
FV5732	22.06.2018		....5..	B747-4	BCN	7:45	VKO	12:00
FV5731	29.06.2018	28.09.2018	....5..	B747-4	VKO	1:25	BCN	5:40
FV5732	29.06.2018	28.09.2018	....5..	B747-4	BCN	7:25	VKO	11:40

Flight schedule in SS of 2018 (UTC) at Enfidha airport (NBE)

Flight number	Period		Days of operation	AC type	Airport of departure	Time of departure	Airport of arrival	Time of arrival
FV5743	30.04.2018	10.05.2018	1..4...	B737-8	VKO	1:00	NBE	5:25
FV5744	30.04.2018	10.05.2018	1..4...	B737-8	NBE	17:20	VKO	21:35
FV5772	30.04.2018	10.05.2018	1..4...	B737-8	NBE	6:25	LED	10:45
FV5771	30.04.2018	10.05.2018	1..4...	B737-8	LED	12:00	NBE	16:20
FV5743	14.05.2018		1.....	B737-8	VKO	4:10	NBE	8:35
FV5744	14.05.2018		1.....	B737-8	NBE	9:35	VKO	13:50
FV5771	14.05.2018		1.....	B737-8	LED	4:15	NBE	8:35
FV5772	14.05.2018		1.....	B737-8	NBE	9:35	LED	13:55

FV5743	17.05.2018	24.05.2018	...4...	B737-8	VKO	1:00	NBE	5:25
FV5744	17.05.2018	24.05.2018	...4...	B737-8	NBE	17:20	VKO	21:35
FV5772	17.05.2018	24.05.2018	...4...	B737-8	NBE	6:25	LED	10:45
FV5771	17.05.2018	24.05.2018	...4...	B737-8	LED	12:00	NBE	16:20
FV5743	21.05.2018		1.....	B737-8	VKO	11:50	NBE	16:15
FV5744	21.05.2018		1.....	B737-8	NBE	17:15	VKO	21:30
FV5771	21.05.2018		1.....	B737-8	LED	11:55	NBE	16:15
FV5772	21.05.2018		1.....	B737-8	NBE	17:15	LED	21:35
FV5743	28.05.2018		1.....	B737-8	VKO	4:10	NBE	8:35
FV5744	28.05.2018		1.....	B737-8	NBE	9:35	VKO	13:50
FV5771	28.05.2018		1.....	B737-8	LED	12:20	NBE	16:40
FV5772	28.05.2018		1.....	B737-8	NBE	17:40	LED	22:00
TBA	06.06.2018	TBA	TBA	B737-8	SVX	TBA	NBE	TBA
TBA	06.06.2018	TBA	TBA	B737-8	NBE	TBA	SVX	TBA
FV5743	31.05.2018		...4...	B747-4	VKO	11:25	NBE	15:35
FV5744	31.05.2018		...4...	B747-4	NBE	17:05	VKO	21:10
FV5771	31.05.2018		...4...	B747-4	LED	10:15	NBE	14:25
FV5772	31.05.2018		...4...	B747-4	NBE	15:55	LED	20:00
FV5771	03.06.2018		.....7	B747-4	LED	22:50	NBE	3:00
FV5743	04.06.2018	24.09.2018	1.....	B747-4	VKO	2:20	NBE	6:30
FV5744	04.06.2018	24.09.2018	1.....	B747-4	NBE	8:00	VKO	12:05
FV5772	04.06.2018		1.....	B747-4	NBE	4:30	LED	8:35
FV5743	06.06.2018	26.09.2018	..3....	B747-4	VKO	21:10	NBE	1:20
FV5744	07.06.2018	27.09.2018	...4...	B747-4	NBE	19:55	VKO	0:05
FV5771	07.06.2018	27.09.2018	...4...	B747-4	LED	14:15	NBE	18:25
FV5772	07.06.2018	27.09.2018	...4...	B747-4	NBE	2:50	LED	6:55
FV5771	07.06.2018	27.09.2018	...4...	B747-4	LED	14:15	NBE	18:25
FV5771	10.06.2018	23.09.2018	.....7	B747-4	LED	21:55	NBE	2:05
FV5772	11.06.2018	24.09.2018	1.....	B747-4	NBE	3:35	LED	7:40

**IATA**  
**STANDARD GROUND HANDLING AGREEMENT**  
**JSC Rossiya airlines EASA-145 LINE MAINTENANCE CONTRACT**  
*СТАНДАРТНОЕ СОГЛАШЕНИЕ ИАТА*  
*О НАЗЕМНОМ ОБСЛУЖИВАНИИ*  
*EASA-145 КОНТРАКТ НА ОПЕРАТИВНОЕ ТО*

---

**ANNEX B 1.0 - LOCATION(S), AGREED SERVICES AND CHARGES**  
**to the Standard Ground Handling Agreement (SGHA) of January 2018**  
**(Simplified Procedure)**

*ПРИЛОЖЕНИЕ Б 1.0 - АЭРОПОРТ(Ы), СОГЛАСОВАННЫЕ УСЛУГИ И ОПЛАТЫ*  
*к Стандартному Соглашению о Наземном Обслуживании от Января 2018г.*  
*(Упрощенная форма)*

Between: **TBD**  
Между: having its principal office at:

and hereinafter referred to as “**the Handling Company**”  
holding EASA PART-145 approval certificate no. EASA.  
*и именуемой в дальнейшем “Обслуживающая компания”*  
*являющейся держателем Сертификата одобрения № EASA.*

And: **JSC Rossiya airlines**  
И: Having its principal office at: Russia, 16210,  
St. Petersburg, Pilotov st. 18/4  
**АО «Авиакомпания «Россия»**,  
Адрес места нахождения: Россия, 196210,  
г. Санкт-Петербург, ул. Пилотов 18/4

and hereinafter referred to as “**the Carrier**”  
*и именуемом в дальнейшем “Перевозчик”*

The Carrier and/or the Handling Company may hereinafter be referred as “**the Party(ies)**”  
*“Перевозчик” и/или “Обслуживающая компания” могут в дальнейшем называться как*  
*“Сторона(ны)”.*

Effective from:  
*Действительно с:*

This Annex B for the location: **Barcelona (BCN) and other locations indicated in MOE**  
*Данное Приложение Б для а/п:* **of the Handling Company**  
is valid from:  
*вступает в силу с:*  
and replaces: N/A  
*и заменяет: не применяется*

## PREAMBLE:

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2018 as published by the International Air Transport Association shall apply to this Annex as if such terms were repeated here in full. By signing this Annex, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A. (IATA AHM 810 January 2018)

### ПРЕАМБУЛА

Данное Приложение Б подготовлено в соответствии с упрощенной процедурой, посредством которой Стороны соглашаются в том, что условия Стандартного договора и Приложения А к Стандартному Соглашению о Наземном Обслуживании от января 2018 года ИАТА должны применяться к настоящему Приложению так, как будто такие условия повторялись здесь полностью. Подписывая данное Приложение, Стороны подтверждают, что они знакомы с упомянутыми выше Стандартным договором о наземном обслуживании и Приложением А. (IATA AHM 810 января 2018 года).

## PARAGRAPH 1 - TECHNICAL SERVICES AND HANDLING CHARGES

### УСЛУГИ ПО ТО И ПЛАТЕЖИ

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the following rates.

*Для одиночного наземного обслуживания, состоящего из прибытия и последующего отправления в согласованное время одного и того же ВС, "Обслуживающая компания" предоставляет следующие услуги согласно Приложению А по следующим ставкам:*

- 1.2 **Technical Services on request and availability (for additional charge):**

*Услуги по запросу и возможности (за дополнительную плату):*

### Section 8 – Aircraft Maintenance

*Раздел 8 – Техническое обслуживание ВС*

8.3.1, 8.3.2, 8.3.3

8.3.4, 8.4.1.(в), 8.4.2., 8.4.3, 8.5.1 – only on request and additional fee

8.3.4, 8.4.1.(в), 8.4.2., 8.4.3, 8.5.1 – только по запросу и за дополнительную плату

Aircraft/Engine Type Тип самолета/двигателя	Monthly fee for guaranteed provision by EP at the Carrier request euro/month, including of performing of works by EP on aircraft at least TBD man-hours/day (excluding VAT)  Абонентская плата за гарантированное предоставление ИТП по заявкам Перевозчика, евро / мес., включая работу ИТП на ВС в объеме не менее TBD чел. часов/сутки (без учета НДС)	The fee for the call, including 1 man-hour of labor EP cat. B1 / B2, euro. (excluding VAT)  Плата за вызов, включая 1 чел.- час трудозатрат ИТП кат. В1/В2, евро (без учета НДС)	Rate of additional man-hours of EP labor cat. B1 / B2, euro (excluding VAT)  Ставка за 1 доп. чел/час ИТП категории В1/В2, евро (без учета НДС)
<b>B747-400/CF6, PW4056</b>			

NOTE: Arrival Time of the engineering staff of the Handling Company should be no more than TBD minutes from the moment of acceptance for execution of Carrier's request by the Handling Company.

*ПРИМЕЧАНИЕ: Время прибытия ИТП Обслуживающей компании должно быть не больше TBD минут с момента принятия вызова к исполнению Обслуживающей компанией.*

- 1.3 Major repairs must especially be agreed upon between the Carrier and the Handling Company and will be charged separately.

*Трудоемкие ремонтные работы должны быть специально оговорены между "Перевозчиком" и "Обслуживающей компанией" и будут оплачиваться отдельно.*

- 1.4 Services 8.4.3. of Annex A will be charged at \_\_\_\_ per square meter per month.

*Услуги 8.4.3. Приложения А будут оплачиваться по \_\_\_\_ за кв. м. в месяц.*

- 1.5 No extra charges will be made for providing the services at night or on legal holidays.

*Никакие дополнительные платы не будут взиматься за предоставление услуг в ночное время или в официальные праздничные дни.*

- 1.6 The Handling charge(s) agreed upon do not include any taxes or local authority fees whatsoever. They will be levied additionally, if applicable.

*Оплата за обслуживание не включает абсолютно никакие налоги или прочие местные сборы. Они начисляются отдельно, если применимы.*

## **PARAGRAPH 2 - ADDITIONAL CHARGES ДОПОЛНИТЕЛЬНЫЕ ПЛАТЕЖИ**

- 2.1 All additional services, not included in Paragraph 1 of this Annex, shall be agreed separately in writing and will be charged according to local standard price list.

*Все дополнительные услуги, не включенные в Параграф 1 данного Приложения, должны быть отдельно согласованы в письменном виде и будут оплачиваться согласно местному стандартному прейскуранту.*

## **PARAGRAPH 3 – DISBURSEMENTS ДОПОЛНИТЕЛЬНЫЕ РАСХОДЫ**

- 3.1 Any disbursement made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 10% (ten per cent).

*Любые расходы, понесенные "Обслуживающей компанией" по поручениям "Перевозчика", будут возмещены "Перевозчиком" по себестоимости с надбавкой 10% (десять процентов).*

- 3.2 For all spares supplied out of the Handling Company's own stock for the Carrier's aircraft maintenance, pricing shall be: Net price plus 10 % plus handling charges.

*При поставке расходных материалов для обслуживания ВС "Перевозчика" со склада "Обслуживающей компании" ценообразование должно быть: стоимость плюс надбавка в размере 10%.*

## **PARAGRAPH 4 - AIRCRAFT MAINTENANCE SERVICES**

- 4.1 Notwithstanding the second sentence of Sub-Article 5.1. of the Main Agreement insofar as it refers to Services of Section 9 of Annex A. In the absence of Technical instructions from the Carrier, the Handling Company shall promptly seek Technical Instructions from the Carrier but shall take no action pending receipt of such Technical Instructions. The Handling Company will not be held responsible for any flight delay resulting from lack of Technical Instructions from the Carrier.

*Несмотря на второе предложение подстатьи 5.1. Основного соглашения, поскольку оно*

относится к услугам раздела 9 приложения А, в случае отсутствия технических инструкций от “Перевозчика”, “Обслуживающая компания” незамедлительно запрашивает технические инструкции у “Перевозчика”, но не будет предпринимать никаких действий до получения таких технических инструкций. “Обслуживающая компания” не будет нести ответственность за любые задержки рейсов из-за отсутствия технических инструкций от “Перевозчика”.

- 4.2 It is understood that the signature of the Handling Company's maintenance engineer in the technical log of Carrier's aircraft only certifies the correct performance of routine checks and rectification of flight and/or ground discrepancies related to the checks performed. The Handling Company assumes no responsibility for the Airworthiness of the Carrier's aircraft.

*Настоящим понимается, что подпись инженера “Обслуживающей компании” в бортовом журнале ВС “Перевозчика” только удостоверяет надлежащее выполнение текущего ТО и работ по устранению выявленных в полете и/или при выполнении ТО на земле отклонений. “Обслуживающая компания” не несет ответственности за летную годность ВС “Перевозчика”.*

- 4.3 Release to Service shall to be performed by Handling Company in accordance with Carrier’s Maintenance Organization Exposition procedures, using Carrier’s Aircraft Flight Maintenance Log. Release to Service shall be issue only by Handling Company’s personal who are approved by Carrier.

*Оформление допуска самолета к вылету должно выполняться “Обслуживающей компанией” в соответствии с процедурами МОЕ и TLB “Перевозчика”. Оформление допуска должно осуществляться только персоналом “Обслуживающей компании”, одобренным “Перевозчиком”.*

- 4.4 Carrier’s Minimum Equipment List shall be used in case of the defect that cannot be rectified at the line station. Carrier shall to be informed concerning this issue.

*Перечень MEL используются в случае, когда неисправность не может быть устранена на линейной станции. “Перевозчик” должен быть информирован относительно такого решения.*

- 4.5 The Carrier provides the Handling Company with documented procedures, samples of filled forms and particular Carrier’s requirements. The Handling Company organizes the procedure training for LM personnel, using the Carrier’s documentations and directs the training records and files to the Carrier for the authorization. All arising questions to be clarified while phone or e-mail communication.

*“Перевозчик” предоставляет “Обслуживающей компании” документированные процедуры, образцы заполненных форм и конкретные требования Перевозчика. “Обслуживающая компания” организывает тренинг по процедурам ТО для персонала линейной станции, используя документацию “Перевозчика”, и направляет подготовленные записи и файлы “Перевозчику” на одобрение. Все возникшие вопросы будут разъяснены по телефону или по электронной почте.*

- 4.6 It is the Carrier's responsibility to ensure that the conditions in this Agreement are acceptable to its appropriate authorities.

*В ответственности “Перевозчика” удостоверить, что условия этого Соглашения являются приемлемыми для его соответствующих властей.*

- 4.7 The Handling Company is using EASA Part-145 approved certificate no. EASA. \_\_\_\_\_  
“Обслуживающая компания” использует сертификат одобрения №. EASA. \_\_\_\_\_

## **PARAGRAPH 5 - TRANSFER OF SERVICES ПЕРЕДАЧА ОБСЛУЖИВАНИЯ**

- 5.1 Not applicable. Не применяется.

## PARAGRAPH 6 - LIMIT OF LIABILITY *ПРЕДЕЛ ОТВЕТСТВЕННОСТИ*

- 6.1 The limit of liability referred to in Sub-Article 8.5 of the Main Agreement shall be as follows:  
*Предел ответственности согласно подстатье 8.5 Стандартного договора должен быть следующим:*

Aircraft Type <i>Тип ВС</i>	Limit (per incident) <i>Предел (за инцидент)</i>
B747-400	750.000 USD

## PARAGRAPH 7 – SETTLEMENT *РАСЧЕТЫ*

- 7.1 Notwithstanding Sub-Article 7.2 of the Main Agreement settlement of account shall be effected by wire transfer to the Handling Company account as it appointed below:  
*Несмотря на подстатью 7.2 стандартного договора, расчеты должны осуществляться путем банковского перевода на счет “Обслуживающей компании”, как указано ниже:*

- 7.2 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services at the rates of charges set out in Paragraph 1. The Handling Company will send the invoice not later than ten (10) days after end of each month at the following address: OKR@rossiya-airlines.com

*“Обслуживающая компания” должна ежемесячно выставять “Перевозчику” счет на оплату предоставленных услуг по ТО в соответствии с условиями в параграфе 1. “Обслуживающая компания” не позднее 10 (десятого) числа месяца, следующего за отчетным, направляет счет-фактуру по следующему адресу: [OKR@rossiya-airlines.com](mailto:OKR@rossiya-airlines.com)*

The Carrier will pay within thirty (30) days from invoice receipt date.

*“Перевозчик” будет производить оплату в течение 30 дней со дня получения счета.*

- 7.3 The Handling charge(s) agreed upon do not include any taxes or local authority fees whatsoever. They will be levied additionally, if applicable.

Parties shall pay bank fees, if any, charged by their appropriate banks. For avoidance of any doubt Parties shall not pay any bank fees charged by a bank of the other Party.

*Оплата за обслуживание не включает абсолютно никакие налоги или прочие местные сборы. Они начисляются отдельно, если применимы.*

*Стороны будут оплачивать банковские сборы, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какие-либо банковские сборы, наложенные банком другой Стороны.*

- 7.4 Settlement of account shall be effected by the Carrier in \_\_\_\_\_. Все счета должны оплачиваться «Перевозчиком» в \_\_\_\_\_.

- 7.5 Bank details of the Carrier:

*Банковские реквизиты Перевозчика:*

Bank details of the Handling Company:

*Банковские реквизиты Обслуживающей компании:*

## PARAGRAPH 8 - AIRWORTHINESS DATA *СВЕДЕНИЯ ЛЕТНОЙ ГОДНОСТИ*

- 8.1 The airworthiness data supplied by the Carrier deemed necessary to fulfil the Handling Company's responsibility at agreed aircraft type(s) are carried on board of each Carrier's

aircraft in paper or in electronic form.

*Сведения летной годности, предоставленные “Перевозчиком”, определяющие необходимую ответственность “Обслуживающей компании” для согласованных типов ВС находятся на борту каждого ВС “Перевозчика” в бумажном или электронном виде.*

- 8.2 It is the responsibility of the Carrier to ensure that the latest and valid revisions of technical documentation and/or check sheets are available for the Handling Company to fulfil the technical services agreed at the location concerned.

*В ответственности “Перевозчика” убедиться, что последние и действующие редакции технической документации и/или чек-листы доступны для “Обслуживающей компании”, чтобы выполнять услуги по ТО, оговоренные контрактом для этой станции.*

## **PARAGRAPH 9 - SPARE AND POOL PARTS ADMINISTRATION**

### **ОБЕСПЕЧЕНИЕ ЗАПЧАСТЯМИ**

- 9.1 The Handling Company is responsible for checking that all spare parts or pool parts, which are to be fitted on the Carriers aircraft, at location in question, are in compliance with the applicable EASA Part-145 requirements and have cleared by customs. This requires the Handling Company to ensure that all parts are in satisfactory condition and provided with appropriate documentation. Accordingly, the Handling Company reserves the right to reject a part provided by the Carrier or its pool partner, if compliance with the above cannot be assured.

*“Обслуживающая компания” несет ответственность за проверку, что все или предоставляемые пулом запчасти, которые должны устанавливаться на самолет “Перевозчика” в оговоренном аэропорту, соответствуют требованиям EASA Part-145 и прошли надлежащую таможенную очистку. Таким образом, от “Обслуживающей компании” требуется, чтобы все запчасти были в удовлетворительном состоянии и обеспечены соответствующими документами. Соответственно, “Обслуживающая компания” оставляет за собой право признавать негодными запчасти, поставляемые “Перевозчиком” или его партнером, если соответствие вышеуказанному не может быть гарантировано.*

- 9.2 It is the Carriers responsibility to specify which spare parts/pool parts, the Handling Company shall administer and store. Subject parts are described in Spare Part List carried on board.

*В ответственности “Перевозчика” определять, какие запчасти “Обслуживающая компания” будет устанавливать и хранить. Перечень запчастей оговорен в Spare Part list, который имеется на борту ВС.*

## **PARAGRAPH 10 – NOTIFICATION УВЕДОМЛЕНИЕ**

Any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

*Любое уведомление или даваемая информация должна быть адресована соответствующей стороне, как следует ниже:*

- 10.1 **To the Carrier В адрес “Перевозчика”**

Contractual matters:

*По контракту:*

Operational matters:

*По оперативным вопросам:*





Annex B. Such notice shall contain a description of area(s) to be audited. The total cost of an audit performed by the Carrier or its regulatory authority shall be born solely by the Carrier.

*“Перевозчик” или его компетентный орган, по предварительному письменному уведомлению, за свой счет, может провести аудит “Обслуживающей компании” в аэропорте, указанном в этом Приложении Б. Такое уведомление должно содержать описание сферы аудита. Вся стоимость проведенного “Перевозчиком” или его компетентным органом аудита оплачивается исключительно “Перевозчиком”.*

#### **PARAGRAPH 14 – MISCELLANEOUS ПРОЧЕЕ**

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

While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to 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 paragraph 14.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 14.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

- 14.3 In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 14.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

*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. 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.

14.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, 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.

- 14.4 Not later than the date of signing this agreement, the Handling Company shall provide the Carrier with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Appendix No. 1 to this agreement, with the provision of supporting documents.

In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Handling Company, he is obliged to immediately notify the Carrier about this with the attachment of supporting documents.

*Не позднее даты подписания настоящего договора Обслуживающая компания обязана предоставить Перевозчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов.*

*В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Обслуживающей компании, он обязан незамедлительно уведомить об этом Перевозчика с приложением подтверждающих документов.*

Signed the  
at \_\_\_\_\_

For and on behalf of the Handling Company

by .....

Name :  
Title:

Signed the  
at \_\_\_\_\_

For and on behalf of the Carrier

by .....

Name :  
Title:

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, удостоверяю щего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенны е условия		ИНН	ОГРН	Наименование/ ФИО	Адрес места нахождения адрес регистрации	Серия и номер документа, удостоверяющего личность (для физического лица)	Руководите ль/ участник/ акционер/ бенефициар / данные об исполнител ьном органе	Информация о подтверждаю щих документах (наименование , реквизиты и т.д.)
1												1.1							
												1.1.1							
												1.1.2							
												1.1.3							
												1.1.3.1							
												1.1.3.2							
												---							
												1.2							
												1.2.1							
												---							

Должность, инициалы, фамилия руководителя контрагента \_\_\_\_\_

Печать \_\_\_\_\_ (подпись, дата)

Примечание: В таблице указывается подробная информация о цепочке собственников контрагента (учредители/акционеры: в отношении учредителей/акционеров, являющихся юридическими лицами, данные об их учредителях и т.д.), включая конечных бенефициаров:

1.1, 1.2 – собственники контрагента по договору (собственники первого уровня);

1.1.2, 1.2.1, 1.2.2 и т.д. – собственники организаций 1.1 (собственники второго уровня)

и далее – по аналогичной схеме до конечного бенефициара (1.1.3.1).

От Обслуживающей компании:

\_\_\_\_\_

М.П.

От Перевозчика:

\_\_\_\_\_

М.П.

Appendix 1 to the Agreement № \_\_\_\_\_

### Contractor's Information

No.	Seller'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	Contractors 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 Seller'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 sellers 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)

Handling Company:

\_\_\_\_\_

Carrier:

\_\_\_\_\_

**IATA**  
**STANDARD GROUND HANDLING AGREEMENT**  
**EASA-145 LINE MAINTENANCE CONTRACT**  
*СТАНДАРТНОЕ СОГЛАШЕНИЕ ИАТА*  
*О НАЗЕМНОМ ОБСЛУЖИВАНИИ*  
*EASA-145 КОНТРАКТ НА ОПЕРАТИВНОЕ ТО*

---

**ANNEX B 1.0 - LOCATION(S), AGREED SERVICES AND CHARGES**  
**to the Standard Ground Handling Agreement (SGHA) of January 2018**  
**(Simplified Procedure)**

*ПРИЛОЖЕНИЕ Б 1.0 - АЭРОПОРТ(Ы), СОГЛАСОВАННЫЕ УСЛУГИ И ОПЛАТЫ*  
*к Стандартному Соглашению о Наземном Обслуживании от Января 2018г.*  
*(Упрощенная форма)*

Between: **TBD**  
Между: having its principal office at:

and hereinafter referred to as “**the Handling Company**”  
holding EASA PART-145 approval certificate no. EASA.  
*и именуемой в дальнейшем “Обслуживающая компания”*  
*являющейся держателем Сертификата одобрения № EASA.*

And: **JSC Rossiya airlines**  
И: Having its principal office at: Russia, 16210,  
St. Petersburg, Pilotov st. 18/4  
**АО «Авиакомпания «Россия»**,  
Адрес места нахождения: Россия, 196210,  
г. Санкт-Петербург, ул. Пилотов 18/4

and hereinafter referred to as “**the Carrier**”  
*и именуемом в дальнейшем “Перевозчик”*

The Carrier and/or the Handling Company may hereinafter be referred as “**the Party(ies)**”  
*“Перевозчик” и/или “Обслуживающая компания” могут в дальнейшем называться как*  
*“Сторона(ны)”.*

Effective from:  
*Действительно с:*

This Annex B for the location: **Lisbon (LIS) and other locations indicated in MOE of the**  
*Данное Приложение Б для а/п:* **Handling Company**  
is valid from:  
*вступает в силу с:*  
and replaces: N/A  
*и заменяет: не применяется*

**PREAMBLE:**

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that

the terms of the Main Agreement and Annex A of the SGHA of January 2018 as published by the International Air Transport Association shall apply to this Annex as if such terms were repeated here in full. By signing this Annex, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A. (IATA AHM 810 January 2018)

#### ПРЕАМБУЛА

Данное Приложение Б подготовлено в соответствии с упрощенной процедурой, посредством которой Стороны соглашаются в том, что условия Стандартного договора и Приложения А к Стандартному Соглашению о Наземном Обслуживании от января 2018 года ИАТА должны применяться к настоящему Приложению так, как будто такие условия повторялись здесь полностью. Подписывая данное Приложение, Стороны подтверждают, что они знакомы с упомянутыми выше Стандартным договором о наземном обслуживании и Приложением А. (IATA AHM 810 января 2018 года).

### PARAGRAPH 1 - TECHNICAL SERVICES AND HANDLING CHARGES

#### УСЛУГИ ПО ТО И ПЛАТЕЖИ

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the following rates.

*Для одиночного наземного обслуживания, состоящего из прибытия и последующего отправления в согласованное время одного и того же ВС, "Обслуживающая компания" предоставляет следующие услуги согласно Приложению А по следующим ставкам:*

- 1.2 **Technical Services on request and availability (for additional charge):**

*Услуги по запросу и возможности (за дополнительную плату):*

#### Section 8 – Aircraft Maintenance

*Раздел 8 – Техническое обслуживание ВС*

8.3.1, 8.3.2, 8.3.3

8.3.4, 8.4.1.(в), 8.4.2., 8.4.3, 8.5.1 – only on request and additional fee

8.3.4, 8.4.1.(в), 8.4.2., 8.4.3, 8.5.1 – только по запросу и за дополнительную плату

Aircraft/Engine Type <i>Тип самолета/двигателя</i>	Monthly fee for guaranteed provision by EP at the Carrier request euro/month, including of performing of works by EP on aircraft at least TBD man-hours/day (excluding VAT)	The fee for the call, including 1 man-hour of labor EP cat. B1 / B2, euro. (excluding VAT)
	Абонентская плата за гарантированное предоставление ИТП по заявкам Перевозчика, евро / мес., включая работу ИТП на ВС в объеме не менее TBD чел. часов/сутки (без учета НДС)	Плата за вызов, включая 1 чел.- час трудозатрат ИТП кат. В1/В2, евро (без учета НДС)
<b>B747-400/CF6, PW4056</b>		

NOTE: Arrival Time of the engineering staff of the Handling Company should be no more than TBD minutes from the moment of acceptance for execution of Carrier's request by the Handling Company.

*ПРИМЕЧАНИЕ: Время прибытия ИТП Обслуживающей компании должно быть не больше TBD минут с момента принятия вызова к исполнению Обслуживающей компанией.*

- 1.3 Major repairs must especially be agreed upon between the Carrier and the Handling Company and will be charged separately.

*Трудоемкие ремонтные работы должны быть специально оговорены между "Перевозчиком" и "Обслуживающей компанией" и будут оплачиваться отдельно.*

- 1.4 Services 8.4.3. of Annex A will be charged at \_\_\_\_ per square meter per month.

*Услуги 8.4.3. Приложения А будут оплачиваться по \_\_\_\_ за кв. м. в месяц.*

- 1.5 No extra charges will be made for providing the services at night or on legal holidays.

*Никакие дополнительные платы не будут взиматься за предоставление услуг в ночное время или в официальные праздничные дни.*

- 1.6 The Handling charge(s) agreed upon do not include any taxes or local authority fees whatsoever. They will be levied additionally, if applicable.

*Оплата за обслуживание не включает абсолютно никакие налоги или прочие местные сборы. Они начисляются отдельно, если применимы.*

## **PARAGRAPH 2 - ADDITIONAL CHARGES ДОПОЛНИТЕЛЬНЫЕ ПЛАТЕЖИ**

- 2.1 All additional services, not included in Paragraph 1 of this Annex, shall be agreed separately in writing and will be charged according to local standard price list.

*Все дополнительные услуги, не включенные в Параграф 1 данного Приложения, должны быть отдельно согласованы в письменном виде и будут оплачиваться согласно местному стандартному прейскуранту.*

## **PARAGRAPH 3 – DISBURSEMENTS ДОПОЛНИТЕЛЬНЫЕ РАСХОДЫ**

- 3.1 Any disbursement made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 10% (ten per cent).

*Любые расходы, понесенные "Обслуживающей компанией" по поручениям "Перевозчика", будут возмещены "Перевозчиком" по себестоимости с надбавкой 10% (десять процентов).*

- 3.2 For all spares supplied out of the Handling Company's own stock for the Carrier's aircraft maintenance, pricing shall be: Net price plus 10 % plus handling charges.

*При поставке расходных материалов для обслуживания ВС "Перевозчика" со склада "Обслуживающей компании" ценообразование должно быть: стоимость плюс надбавка в размере 10%.*

## **PARAGRAPH 4 - AIRCRAFT MAINTENANCE SERVICES**

- 4.1 Notwithstanding the second sentence of Sub-Article 5.1. of the Main Agreement insofar as it refers to Services of Section 9 of Annex A. In the absence of Technical instructions from the Carrier, the Handling Company shall promptly seek Technical Instructions from the Carrier but shall take no action pending receipt of such Technical Instructions. The



Handling Company will not be held responsible for any flight delay resulting from lack of Technical Instructions from the Carrier.

*Несмотря на второе предложение подстатьи 5.1. Основного соглашения, поскольку оно относится к услугам раздела 9 приложения А, в случае отсутствия технических инструкций от "Перевозчика", "Обслуживающая компания" незамедлительно запрашивает технические инструкции у "Перевозчика", но не будет предпринимать никаких действий до получения таких технических инструкций. "Обслуживающая компания" не будет нести ответственность за любые задержки рейсов из-за отсутствия технических инструкций от "Перевозчика".*

- 4.2 It is understood that the signature of the Handling Company's maintenance engineer in the technical log of Carrier's aircraft only certifies the correct performance of routine checks and rectification of flight and/or ground discrepancies related to the checks performed. The Handling Company assumes no responsibility for the Airworthiness of the Carrier's aircraft.

*Настоящим понимается, что подпись инженера "Обслуживающей компании" в бортовом журнале ВС "Перевозчика" только удостоверяет надлежащее выполнение текущего ТО и работ по устранению выявленных в полете и/или при выполнении ТО на земле отклонений. "Обслуживающая компания" не несет ответственности за летную годность ВС "Перевозчика".*

- 4.3 Release to Service shall to be performed by Handling Company in accordance with Carrier's Maintenance Organization Exposition procedures, using Carrier's Aircraft Flight Maintenance Log. Release to Service shall be issue only by Handling Company's personal who are approved by Carrier.

*Оформление допуска самолета к вылету должно выполняться "Обслуживающей компанией" в соответствии с процедурами МОЕ и TLB "Перевозчика". Оформление допуска должно осуществляться только персоналом "Обслуживающей компании", одобренным "Перевозчиком".*

- 4.4 Carrier's Minimum Equipment List shall be used in case of the defect that cannot be rectified at the line station. Carrier shall to be informed concerning this issue.

*Перечень MEL используются в случае, когда неисправность не может быть устранена на линейной станции. "Перевозчик" должен быть информирован относительно такого решения.*

- 4.5 The Carrier provides the Handling Company with documented procedures, samples of filled forms and particular Carrier's requirements. The Handling Company organizes the procedure training for LM personnel, using the Carrier's documentations and directs the training records and files to the Carrier for the authorization. All arising questions to be clarified while phone or e-mail communication.

*"Перевозчик" предоставляет "Обслуживающей компании" документированные процедуры, образцы заполненных форм и конкретные требования Перевозчика. "Обслуживающая компания" организывает тренинг по процедурам ТО для персонала линейной станции, используя документацию "Перевозчика", и направляет подготовленные записи и файлы "Перевозчику" на одобрение. Все возникшие вопросы будут разъяснены по телефону или по электронной почте.*

- 4.6 It is the Carrier's responsibility to ensure that the conditions in this Agreement are acceptable to its appropriate authorities.

*В ответственности "Перевозчика" удостовериться, что условия этого Соглашения являются приемлемыми для его соответствующих властей.*

- 4.7 The Handling Company is using EASA Part-145 approved certificate no. EASA. \_\_\_\_\_  
*"Обслуживающая компания" использует сертификат одобрения №. EASA. \_\_\_\_\_*

## **PARAGRAPH 5 - TRANSFER OF SERVICES ПЕРЕДАЧА ОБСЛУЖИВАНИЯ**

5.1 Not applicable. *Не применяется.*

## **PARAGRAPH 6 - LIMIT OF LIABILITY ПРЕДЕЛ ОТВЕТСТВЕННОСТИ**

6.1 The limit of liability referred to in Sub-Article 8.5 of the Main Agreement shall be as follows:  
*Предел ответственности согласно подстатье 8.5 Стандартного договора должен быть следующим:*

Aircraft Type <i>Тип ВС</i>	Limit (per incident) <i>Предел (за инцидент)</i>
B747-400	750.000 USD

## **PARAGRAPH 7 – SETTLEMENT РАСЧЕТЫ**

7.1 Notwithstanding Sub-Article 7.2 of the Main Agreement settlement of account shall be effected by wire transfer to the Handling Company account as it appointed below:

*Несмотря на подстатью 7.2 стандартного договора, расчеты должны осуществляться путем банковского перевода на счет “Обслуживающей компании”, как указано ниже:*

7.2 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services at the rates of charges set out in Paragraph 1. The Handling Company will send the invoice not later than ten (10) days after end of each month at the following address: OKR@rossiya-airlines.com

*“Обслуживающая компания” должна ежемесячно выставять “Перевозчику” счет на оплату предоставленных услуг по ТО в соответствии с условиями в параграфе 1. “Обслуживающая компания” не позднее 10 (десятого) числа месяца, следующего за отчетным, направляет счет-фактуру по следующему адресу: [OKR@rossiya-airlines.com](mailto:OKR@rossiya-airlines.com)*

The Carrier will pay within thirty (30) days from invoice receipt date.

*“Перевозчик” будет производить оплату в течение 30 дней со дня получения счета.*

7.3 The Handling charge(s) agreed upon do not include any taxes or local authority fees whatsoever. They will be levied additionally, if applicable.

Parties shall pay bank fees, if any, charged by their appropriate banks. For avoidance of any doubt Parties shall not pay any bank fees charged by a bank of the other Party.

*Оплата за обслуживание не включает абсолютно никакие налоги или прочие местные сборы. Они начисляются отдельно, если применимы.*

*Стороны будут оплачивать банковские сборы, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какие-либо банковские сборы, наложенные банком другой Стороны.*

7.4 Settlement of account shall be effected by the Carrier in \_\_\_\_\_. Все счета должны оплачиваться «Перевозчиком» в \_\_\_\_\_.

7.5 Bank details of the Carrier:

*Банковские реквизиты Перевозчика:*

Bank details of the Handling Company:

*Банковские реквизиты Обслуживающей компании:*

## **PARAGRAPH 8 - AIRWORTHINESS DATA СВЕДЕНИЯ ЛЕТНОЙ ГОДНОСТИ**

- 8.1 The airworthiness data supplied by the Carrier deemed necessary to fulfil the Handling Company's responsibility at agreed aircraft type(s) are carried on board of each Carrier's aircraft in paper or in electronic form.

*Сведения летной годности, предоставленные "Перевозчиком", определяющие необходимую ответственность "Обслуживающей компании" для согласованных типов ВС находятся на борту каждого ВС "Перевозчика" в бумажном или электронном виде.*

- 8.2 It is the responsibility of the Carrier to ensure that the latest and valid revisions of technical documentation and/or check sheets are available for the Handling Company to fulfil the technical services agreed at the location concerned.

*В ответственности "Перевозчика" убедиться, что последние и действующие редакции технической документации и/или чек-листы доступны для "Обслуживающей компании", чтобы выполнять услуги по ТО, оговоренные контрактом для этой станции.*

## **PARAGRAPH 9 - SPARE AND POOL PARTS ADMINISTRATION** **ОБЕСПЕЧЕНИЕ ЗАПЧАСТЯМИ**

- 9.1 The Handling Company is responsible for checking that all spare parts or pool parts, which are to be fitted on the Carriers aircraft, at location in question, are in compliance with the applicable EASA Part-145 requirements and have cleared by customs. This requires the Handling Company to ensure that all parts are in satisfactory condition and provided with appropriate documentation. Accordingly, the Handling Company reserves the right to reject a part provided by the Carrier or its pool partner, if compliance with the above cannot be assured.

*"Обслуживающая компания" несет ответственность за проверку, что все или предоставляемые пулом запчасти, которые должны устанавливаться на самолет "Перевозчика" в оговоренном аэропорту, соответствуют требованиям EASA Part-145 и прошли надлежащую таможенную очистку. Таким образом, от "Обслуживающей компании" требуется, чтобы все запчасти были в удовлетворительном состоянии и обеспечены соответствующими документами. Соответственно, "Обслуживающая компания" оставляет за собой право признавать негодными запчасти, поставляемые "Перевозчиком" или его партнером, если соответствие вышеуказанному не может быть гарантировано.*

- 9.2 It is the Carriers responsibility to specify which spare parts/pool parts, the Handling Company shall administer and store. Subject parts are described in Spare Part List carried on board.

*В ответственности "Перевозчика" определять, какие запчасти "Обслуживающая компания" будет устанавливать и хранить. Перечень запчастей оговорен в Spare Part list, который имеется на борту ВС.*

## **PARAGRAPH 10 – NOTIFICATION УВЕДОМЛЕНИЕ**

Any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

*Любое уведомление или даваемая информация должна быть адресована соответствующей стороне, как следует ниже:*

- 10.1 **To the Carrier В адрес "Перевозчика"**

Contractual matters:

*По контракту:*

Operational matters:

*По оперативным вопросам:*



Annex B. Such notice shall contain a description of area(s) to be audited. The total cost of an audit performed by the Carrier or its regulatory authority shall be born solely by the Carrier.

*“Перевозчик” или его компетентный орган, по предварительному письменному уведомлению, за свой счет, может провести аудит “Обслуживающей компании” в аэропорте, указанном в этом Приложении Б. Такое уведомление должно содержать описание сферы аудита. Вся стоимость проведенного “Перевозчиком” или его компетентным органом аудита оплачивается исключительно “Перевозчиком”.*

#### **PARAGRAPH 14 – MISCELLANEOUS ПРОЧЕЕ**

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

While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to 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 paragraph 14.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 14.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

- 14.3 In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 14.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

*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. 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.

14.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, 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.

- 14.4 Not later than the date of signing this agreement, the Handling Company shall provide the Carrier with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Appendix No. 1 to this agreement, with the provision of supporting documents.

In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Handling Company, he is obliged to immediately notify the Carrier about this with the attachment of supporting documents.

*Не позднее даты подписания настоящего договора Обслуживающая компания обязана предоставить Перевозчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов.*

*В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Обслуживающей компании, он обязан незамедлительно уведомить об этом Перевозчика с приложением подтверждающих документов.*

Signed the  
at \_\_\_\_\_

For and on behalf of the Handling Company

by .....

Name :  
Title:

Signed the  
at \_\_\_\_\_

For and on behalf of the Carrier

by .....

Name :  
Title:

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, удостоверяю щего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенны е условия		ИНН	ОГРН	Наименование/ ФИО	Адрес места нахождения адрес регистрации	Серия и номер документа, удостоверяющего личность (для физического лица)	Руководите ль/ участник/ акционер/ бенефициар / данные об исполнител ьном органе	Информация о подтверждаю щих документах (наименование , реквизиты и т.д.)
1												1.1							
												1.1.1							
												1.1.2							
												1.1.3							
												1.1.3.1							
												1.1.3.2							
												---							
												1.2							
												1.2.1							
												---							

Должность, инициалы, фамилия руководителя контрагента \_\_\_\_\_

Печать \_\_\_\_\_ (подпись, дата)

Примечание: В таблице указывается подробная информация о цепочке собственников контрагента (учредители/акционеры: в отношении учредителей/акционеров, являющихся юридическими лицами, данные об их учредителях и т.д.), включая конечных бенефициаров:

- 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня);  
1.1.2, 1.2.1, 1.2.2 и т.д. – собственники организаций 1.1 (собственники второго уровня)  
и далее – по аналогичной схеме до конечного бенефициара (1.1.3.1).

От Обслуживающей компании:

\_\_\_\_\_

М.П.

От Перевозчика:

\_\_\_\_\_

М.П.

**Contractor's Information**

No.	Seller'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	Contractors 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 Seller'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 sellers 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)

Handling Company:

\_\_\_\_\_

Carrier:

\_\_\_\_\_



**IATA**  
**STANDARD GROUND HANDLING AGREEMENT**  
**EASA-145 LINE MAINTENANCE CONTRACT**  
*СТАНДАРТНОЕ СОГЛАШЕНИЕ ИАТА*  
*О НАЗЕМНОМ ОБСЛУЖИВАНИИ*  
*EASA-145 КОНТРАКТ НА ОПЕРАТИВНОЕ ТО*

**JSC Rossiya airlines**

---

**ANNEX B 1.0 - LOCATION(S), AGREED SERVICES AND CHARGES**  
**to the Standard Ground Handling Agreement (SGHA) of January 2018**  
**(Simplified Procedure)**

*ПРИЛОЖЕНИЕ Б 1.0 - АЭРОПОРТ(Ы), СОГЛАСОВАННЫЕ УСЛУГИ И ОПЛАТЫ*  
*к Стандартному Соглашению о Наземном Обслуживании от Января 2018г.*  
*(Упрощенная форма)*

Between:

*Между:*                      having its principal office at:

and hereinafter referred to as **“the Handling Company”**

holding EASA PART-145 and BCAA approval certificates with no. EASA.\_\_\_\_\_, BCAA \_\_\_\_\_

*и именуемой в дальнейшем “Обслуживающая компания”*

*являющейся держателем Сертификата одобрения № EASA.\_\_\_\_\_, № BCAA \_\_\_\_\_*

And:                      **JSC Rossiya airlines**

*И:*                      Having its principal office at: Russia, 16210,  
St. Petersburg, Pilotov st. 18/4  
**АО «Авиакомпания «Россия»**,  
Адрес места нахождения: Россия, 196210,  
г. Санкт-Петербург, ул. Пилотов 18/4

and hereinafter referred to as **“the Carrier”**

*и именуем в дальнейшем “Перевозчик”*

The Carrier and/or the Handling Company may hereinafter be referred as **“the Party(ies)”**

*“Перевозчик” и/или “Обслуживающая компания” могут в дальнейшем называться как “Сторона(ны)”.*

Effective from:

*Действительно с:*

This Annex B for the location:

*Данное Приложение Б для а/п:*

is valid from:

*вступает в силу с:*

and replaces: N/A

*и заменяет: не применяется*

**Enfidha (NBE) and other locations indicated in MOE of the Handling Company**

**PREAMBLE:**

This Annex B is prepared in accordance with the simplified procedure whereby the Parties agree that the terms of the Main Agreement and Annex A of the SGHA of January 2018 as published by the

International Air Transport Association shall apply to this Annex as if such terms were repeated here in full. By signing this Annex, the Parties confirm that they are familiar with the aforementioned Main Agreement and Annex A. (IATA AHM 810 January 2018)

#### ПРЕАМБУЛА

Данное Приложение Б подготовлено в соответствии с упрощенной процедурой, посредством которой Стороны соглашаются в том, что условия Стандартного договора и Приложения А к Стандартному Соглашению о Наземном Обслуживании от января 2018 года ИАТА должны применяться к настоящему Приложению так, как будто такие условия повторялись здесь полностью. Подписывая данное Приложение, Стороны подтверждают, что они знакомы с упомянутыми выше Стандартным договором о наземном обслуживании и Приложением А. (IATA AHM 810 января 2018 года).

### PARAGRAPH 1 - TECHNICAL SERVICES AND HANDLING CHARGES

#### УСЛУГИ ПО ТО И ПЛАТЕЖИ

- 1.1 For a single ground handling consisting of the arrival and the subsequent departure at agreed timings of the same aircraft, the Handling Company shall provide the following services of Annex A at the following rates.

*Для одиночного наземного обслуживания, состоящего из прибытия и последующего отправления в согласованное время одного и того же ВС, "Обслуживающая компания" предоставляет следующие услуги согласно Приложению А по следующим ставкам:*

#### 1.2 Technical Services on request and availability (for additional charge):

*Услуги по запросу и возможности (за дополнительную плату):*

#### Section 8 – Aircraft Maintenance

*Раздел 8 – Техническое обслуживание ВС*

8.3.1, 8.3.2, 8.3.3

8.3.4, 8.4.1.(в), 8.4.2., 8.4.3, 8.5.1 – only on request and additional fee

8.3.4, 8.4.1.(в), 8.4.2., 8.4.3, 8.5.1 – только по запросу и за дополнительную плату

Aircraft/Engine Type <i>Тип самолета/двигателя</i>	The fee for the call, including 1 man-hour of labor EP cat. B1 / B2, euro. (excluding VAT)  Плата за вызов, включая 1 чел.-час трудозатрат ИТП кат. В1/В2, евро (без учета НДС)	Rate of additional man-hours of EP labor cat. B1 / B2, euro (excluding VAT)  Ставка за 1 доп. чел/час ИТП категории В1/В2, евро (без учета НДС)
<b>B737-800/CF56 B747-400/CF6, PW4056</b>		

NOTE: Arrival Time of the engineering staff of the Handling Company should be no more than TBD minutes from the moment of acceptance for execution of Carrier's request by the Handling Company.

*ПРИМЕЧАНИЕ: Время прибытия ИТП Обслуживающей компании должно быть не больше TBD минут с момента принятия вызова к исполнению Обслуживающей компанией.*

- 1.3 Major repairs must especially be agreed upon between the Carrier and the Handling Company and will be charged separately.  
*Трудоемкие ремонтные работы должны быть специально оговорены между "Перевозчиком" и "Обслуживающей компанией" и будут оплачиваться отдельно.*
- 1.4 Services 8.4.3. of Annex A will be charged at \_\_\_\_ per square meter per month.  
*Услуги 8.4.3. Приложения А будут оплачиваться по \_\_\_\_ за кв. м. в месяц.*
- 1.5 No extra charges will be made for providing the services at night or on legal holidays.  
*Никакие дополнительные платы не будут взиматься за предоставление услуг в ночное время или в официальные праздничные дни.*
- 1.6 The Handling charge(s) agreed upon do not include any taxes or local authority fees whatsoever. They will be levied additionally, if applicable.  
*Оплата за обслуживание не включает абсолютно никакие налоги или прочие местные сборы. Они начисляются отдельно, если применимы.*

## **PARAGRAPH 2 - ADDITIONAL CHARGES ДОПОЛНИТЕЛЬНЫЕ ПЛАТЕЖИ**

- 2.1 All additional services, not included in Paragraph 1 of this Annex, shall be agreed separately in writing and will be charged according to local standard price list.  
*Все дополнительные услуги, не включенные в Параграф 1 данного Приложения, должны быть отдельно согласованы в письменном виде и будут оплачиваться согласно местному стандартному прейскуранту.*

## **PARAGRAPH 3 – DISBURSEMENTS ДОПОЛНИТЕЛЬНЫЕ РАСХОДЫ**

- 3.1 Any disbursement made by the Handling Company on behalf of the Carrier will be reimbursed by the Carrier at cost price plus an accounting surcharge of 10% (ten per cent).  
*Любые расходы, понесенные "Обслуживающей компанией" по поручениям "Перевозчика", будут возмещены "Перевозчиком" по себестоимости с надбавкой 10% (десять процентов).*
- 3.2 For all spares supplied out of the Handling Company's own stock for the Carrier's aircraft maintenance, pricing shall be: Net price plus 10 % plus handling charges.  
*При поставке расходных материалов для обслуживания ВС "Перевозчика" со склада "Обслуживающей компании" ценообразование должно быть: стоимость плюс надбавка в размере 10%.*

## **PARAGRAPH 4 - AIRCRAFT MAINTENANCE SERVICES**

- 4.1 Notwithstanding the second sentence of Sub-Article 5.1. of the Main Agreement insofar as it refers to Services of Section 9 of Annex A. In the absence of Technical instructions from the Carrier, the Handling Company shall promptly seek Technical Instructions from the Carrier but shall take no action pending receipt of such Technical Instructions. The Handling Company will not be held responsible for any flight delay resulting from lack of Technical Instructions from the Carrier.  
*Несмотря на второе предложение подстатьи 5.1. Основного соглашения, поскольку оно относится к услугам раздела 9 приложения А, в случае отсутствия технических инструкций от "Перевозчика", "Обслуживающая компания" незамедлительно запрашивает технические инструкции у "Перевозчика", но не будет предпринимать никаких действий до получения таких*

технических инструкций. "Обслуживающая компания" не будет нести ответственность за любые задержки рейсов из-за отсутствия технических инструкций от "Перевозчика".

- 4.2 It is understood that the signature of the Handling Company's maintenance engineer in the technical log of Carrier's aircraft only certifies the correct performance of routine checks and rectification of flight and/or ground discrepancies related to the checks performed. The Handling Company assumes no responsibility for the Airworthiness of the Carrier's aircraft.

*Настоящим понимается, что подпись инженера "Обслуживающей компании" в бортовом журнале ВС "Перевозчика" только удостоверяет надлежащее выполнение текущего ТО и работ по устранению выявленных в полете и/или при выполнении ТО на земле отклонений. "Обслуживающая компания" не несет ответственности за летную годность ВС "Перевозчика".*

- 4.3 Release to Service shall to be performed by Handling Company in accordance with Carrier's Maintenance Organization Exposition procedures, using Carrier's Aircraft Flight Maintenance Log. Release to Service shall be issue only by Handling Company's personal who are approved by Carrier.

*Оформление допуска самолета к вылету должно выполняться "Обслуживающей компанией" в соответствии с процедурами МОЕ и TLB "Перевозчика". Оформление допуска должно осуществляться только персоналом "Обслуживающей компании", одобренным "Перевозчиком".*

- 4.4 Carrier's Minimum Equipment List shall be used in case of the defect that cannot be rectified at the line station. Carrier shall to be informed concerning this issue.

*Перечень MEL используются в случае, когда неисправность не может быть устранена на линейной станции. "Перевозчик" должен быть информирован относительно такого решения.*

- 4.5 The Carrier provides the Handling Company with documented procedures, samples of filled forms and particular Carrier's requirements. The Handling Company organizes the procedure training for LM personnel, using the Carrier's documentations and directs the training records and files to the Carrier for the authorization. All arising questions to be clarified while phone or e-mail communication.

*"Перевозчик" предоставляет "Обслуживающей компании" документированные процедуры, образцы заполненных форм и конкретные требования Перевозчика. "Обслуживающая компания" организывает тренинг по процедурам ТО для персонала линейной станции, используя документацию "Перевозчика", и направляет подготовленные записи и файлы "Перевозчику" на одобрение. Все возникшие вопросы будут разъяснены по телефону или по электронной почте.*

- 4.6 It is the Carrier's responsibility to ensure that the conditions in this Agreement are acceptable to its appropriate authorities.

*В ответственности "Перевозчика" удостоверить, что условия этого Соглашения являются приемлемыми для его соответствующих властей.*

- 4.7 The Handling Company is using EASA Part-145 BCAA approved certificates with no. EASA. \_\_\_\_\_, BCAA \_\_\_\_\_

*"Обслуживающая компания" использует сертификат одобрения №. EASA. \_\_\_\_\_, №BCAA \_\_\_\_\_*

## **PARAGRAPH 5 - TRANSFER OF SERVICES ПЕРЕДАЧА ОБСЛУЖИВАНИЯ**

- 5.1 Not applicable. *Не применяется.*

## **PARAGRAPH 6 - LIMIT OF LIABILITY ПРЕДЕЛ ОТВЕТСТВЕННОСТИ**

- 6.1 The limit of liability referred to in Sub-Article 8.5 of the Main Agreement shall be as follows:  
*Предел ответственности согласно подстатье 8.5 Стандартного договора должен быть следующим:*

Aircraft Type <i>Тип ВС</i>	Limit (per incident) <i>Предел (за инцидент)</i>
B737-800	750.000 USD
B747-400	

## PARAGRAPH 7 – SETTLEMENT *РАСЧЕТЫ*

- 7.1 Notwithstanding Sub-Article 7.2 of the Main Agreement settlement of account shall be effected by wire transfer to the Handling Company account as it appointed below:  
*Несмотря на подстатью 7.2 стандартного договора, расчеты должны осуществляться путем банковского перевода на счет “Обслуживающей компании”, как указано ниже:*

- 7.2 The Handling Company shall invoice the Carrier monthly with the charges arising from the provision of the handling services at the rates of charges set out in Paragraph 1. The Handling Company will send the invoice not later than ten (10) days after end of each month at the following address: OKR@rossiya-airlines.com  
*“Обслуживающая компания” должна ежемесячно выставять “Перевозчику” счет на оплату предоставленных услуг по ТО в соответствии с условиями в параграфе 1. “Обслуживающая компания” не позднее 10 (десятого) числа месяца, следующего за отчетным, направляет счет-фактуру по следующему адресу: [OKR@rossiya-airlines.com](mailto:OKR@rossiya-airlines.com)*

The Carrier will pay within thirty (30) days from invoice receipt date.

*“Перевозчик” будет производить оплату в течение 30 дней со дня получения счета.*

- 7.3 The Handling charge(s) agreed upon do not include any taxes or local authority fees whatsoever. They will be levied additionally, if applicable.  
Parties shall pay bank fees, if any, charged by their appropriate banks. For avoidance of any doubt Parties shall not pay any bank fees charged by a bank of the other Party.  
*Оплата за обслуживание не включает абсолютно никакие налоги или прочие местные сборы. Они начисляются отдельно, если применимы.  
Стороны будут оплачивать банковские сборы, если таковые будут, налагаемые своими соответствующими банками. Во избежание сомнения Стороны не должны оплачивать какие-либо банковские сборы, наложенные банком другой Стороны.*

- 7.4 Settlement of account shall be effected by the Carrier in \_\_\_\_\_. Все счета должны оплачиваться «Перевозчиком» в \_\_\_\_\_.

- 7.5 Bank details of the Carrier:

*Банковские реквизиты Перевозчика:*

Bank details of the Handling Company:

*Банковские реквизиты Обслуживающей компании:*

## PARAGRAPH 8 - AIRWORTHINESS DATA *СВЕДЕНИЯ ЛЕТНОЙ ГОДНОСТИ*

- 8.1 The airworthiness data supplied by the Carrier deemed necessary to fulfil the Handling Company's responsibility at agreed aircraft type(s) are carried on board of each Carrier's aircraft in paper or in electronic form.

*Сведения летной годности, предоставленные “Перевозчиком”, определяющие необходимую ответственность “Обслуживающей компании” для согласованных типов ВС находятся на борту каждого ВС “Перевозчика” в бумажном или электронном виде.*

- 8.2 It is the responsibility of the Carrier to ensure that the latest and valid revisions of technical documentation and/or check sheets are available for the Handling Company to fulfil the technical services agreed at the location concerned.

*В ответственности “Перевозчика” убедиться, что последние и действующие редакции технической документации и/или чек-листы доступны для “Обслуживающей компании”, чтобы выполнять услуги по ТО, оговоренные контрактом для этой станции.*

## **PARAGRAPH 9 - SPARE AND POOL PARTS ADMINISTRATION** **ОБЕСПЕЧЕНИЕ ЗАПЧАСТЯМИ**

- 9.1 The Handling Company is responsible for checking that all spare parts or pool parts, which are to be fitted on the Carriers aircraft, at location in question, are in compliance with the applicable EASA Part-145 requirements and have cleared by customs. This requires the Handling Company to ensure that all parts are in satisfactory condition and provided with appropriate documentation. Accordingly, the Handling Company reserves the right to reject a part provided by the Carrier or its pool partner, if compliance with the above cannot be assured.

*“Обслуживающая компания” несет ответственность за проверку, что все или предоставляемые пулом запчасти, которые должны устанавливаться на самолет “Перевозчика” в оговоренном аэропорту, соответствуют требованиям EASA Part-145 и прошли надлежащую таможенную очистку. Таким образом, от “Обслуживающей компании” требуется, чтобы все запчасти были в удовлетворительном состоянии и обеспечены соответствующими документами. Соответственно, “Обслуживающая компания” оставляет за собой право признавать негодными запчасти, поставляемые “Перевозчиком” или его партнером, если соответствие вышеуказанному не может быть гарантировано.*

- 9.2 It is the Carriers responsibility to specify which spare parts/pool parts, the Handling Company shall administer and store. Subject parts are described in Spare Part List carried on board.

*В ответственности “Перевозчика” определять, какие запчасти “Обслуживающая компания” будет устанавливать и хранить. Перечень запчастей оговорен в Spare Part list, который имеется на борту ВС.*

## **PARAGRAPH 10 – NOTIFICATION УВЕДОМЛЕНИЕ**

Any notice or communication to be given hereunder shall be addressed to the respective parties as follows:

*Любое уведомление или даваемая информация должна быть адресована соответствующей стороне, как следует ниже:*

- 10.1 **To the Carrier В адрес “Перевозчика”**

Contractual matters:

*По контракту:*

Operational matters:

*По оперативным вопросам:*



Annex B. Such notice shall contain a description of area(s) to be audited. The total cost of an audit performed by the Carrier or its regulatory authority shall be born solely by the Carrier.

*“Перевозчик” или его компетентный орган, по предварительному письменному уведомлению, за свой счет, может провести аудит “Обслуживающей компании” в аэропорте, указанном в этом Приложении Б. Такое уведомление должно содержать описание сферы аудита. Вся стоимость проведенного “Перевозчиком” или его компетентным органом аудита оплачивается исключительно “Перевозчиком”.*

#### **PARAGRAPH 14 – MISCELLANEOUS ПРОЧЕЕ**

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

While performing its obligations under the Agreement, the Parties, their employees do not carry out any activities that in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to 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 paragraph 14.1, the corresponding Party shall notify the other Party in writing. In its written notification the Party should refer to the facts or provide materials reliably confirming or giving reason to believe that there has occurred or may occur any violation of any provisions of paragraph 14.1 by the other Party, its employees, which in accordance with the legislation are qualified for the purposes of the Agreement as giving/taking, commercial bribery, illegal gratification, abuse of power, as well as any actions that violate applicable legal requirements and international acts on counteraction to legitimization of proceeds of crime. Upon receipt of a written notification the Party to which it was sent, will direct a confirmation that the violation did not happen or will not happen. This confirmation should be directed within 30 (thirty) calendar days from the date of receipt of the written notification.

- 14.3 In case of violation by any Party of its obligations to refrain from any actions referred to in paragraph 14.1, the other Party shall be entitled to terminate the Agreement unilaterally and without any judicial procedures by giving a written notice of termination. The Agreement is deemed to be terminated after expiry of 30 (thirty) calendar days from the date of receipt by the corresponding Party of a written notice of termination. The Party initiating termination of the Agreement, in accordance with the provisions of this paragraph shall be entitled to claim compensation for actual damages resulting from such termination. The compensation term amounts to 30 (thirty) calendar days after the date of receipt of the corresponding claim from the Party initiating termination of the Agreement.

*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. 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.

14.3. В случае нарушения одной Стороной обязательств воздерживаться от действий, 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.

- 14.4 Not later than the date of signing this agreement, the Handling Company shall provide the Carrier with information regarding the entire chain of its owners (beneficiaries), including the final beneficiaries as well as with regard to the composition of the executive bodies in the form of Appendix No. 1 to this agreement, with the provision of supporting documents.

In case of any changes in this chain of owners, incl. final beneficiaries, or as part of the executive bodies of the Handling Company, he is obliged to immediately notify the Carrier about this with the attachment of supporting documents.

*Не позднее даты подписания настоящего договора Обслуживающая компания обязана предоставить Перевозчику сведения в отношении всей цепочки своих собственников (выгодоприобретателей), включая конечных бенефициаров, а также в отношении состава исполнительных органов по форме Приложения №1 к настоящему договору, с предоставлением подтверждающих документов.*

*В случае каких-либо изменений в указанной цепочке собственников, в т.ч. конечных бенефициаров, или в составе исполнительных органов Обслуживающей компании, он обязан незамедлительно уведомить об этом Перевозчика с приложением подтверждающих документов.*

Signed the  
at \_\_\_\_\_

For and on behalf of the Handling Company

by .....

Name :  
Title:

Signed the  
at \_\_\_\_\_

For and on behalf of the Carrier

by .....

Name :  
Title:

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, удостоверяю- щего личность руководителя	Номер и дата	Предмет договора	Цена (млн. руб.)	Срок действия	Иные существенны е условия		ИНН	ОГРН	Наименование/ ФИО	Адрес места нахождения адрес регистрации	Серия и номер документа, удостоверяющего личность (для физического лица)	Руководите- ль/ участник/ акционер/ бенефициар / данные об исполнител- ьном органе	Информация о подтверждаю- щих документах (наименование , реквизиты и т.д.)
1												1.1							
												1.1.1							
												1.1.2							
												1.1.3							
												1.1.3.1							
												1.1.3.2							
												---							
												1.2							
												1.2.1							
												---							

Должность, инициалы, фамилия руководителя контрагента \_\_\_\_\_

Печать \_\_\_\_\_ (подпись, дата)

Примечание: В таблице указывается подробная информация о цепочке собственников контрагента (учредители/акционеры: в отношении учредителей/акционеров, являющихся юридическими лицами, данные об их учредителях и т.д.), включая конечных бенефициаров:

- 1.1, 1.2 – собственники контрагента по договору (собственники первого уровня);
- 1.1.2, 1.2.1, 1.2.2 и т.д. – собственники организаций 1.1 (собственники второго уровня)
- и далее – по аналогичной схеме до конечного бенефициара (1.1.3.1).

От Обслуживающей компании:  
\_\_\_\_\_

От Перевозчика:  
\_\_\_\_\_

М.П.

М.П.

Appendix 1 to the Agreement № \_\_\_\_\_

### Contractor's Information

No.	Seller'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	Contractors 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 Seller'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 sellers 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)

Handling Company:

\_\_\_\_\_

Carrier:

\_\_\_\_\_

