

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

Approval date

07	05	2018r.
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Procurement Documentation

Public request for proposals in an electronic form

Requests receiving place	Electronic Trading Platform Gazprombank Group: http://etpgpb.ru/			
Date and time for the requests receiving commencement	07	05	2018r.	18:00 Moscow time
Date and time for the request receiving completion	22	05	2018r.	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			
	30	05	2018r.	
Commencement date for providing clarifications on procurement documentation	07	05	2018r.	
Completion date for providing clarifications on procurement documents	16	05	2018r.	
Specifying the features of participation	"Not applicable"			
Option to submit an alternative offer	"Not applicable"			
Option to engage co-contractors/subcontractors	"Not applicable"			
Distribution of the total scope of procurement between the procurement parties	"Not applicable"			
Subject-matter of the procurement	Fulfillment of work on elimination of malfunctions on the aircrafts of JSC "Airline" Russia "(on request) at Gatwick Airport (LGW), Great Britain.			
Number of lots	1			

Lot № 1					
Name of the Subject-Matter of the Agreement (lot)		Fulfillment of work on elimination of malfunctions on the aircrafts of JSC "Airline" Russia "(on request) at Gatwick Airport (LGW), Great Britain.			
Initial (maximum) price of the agreement (lot)	Currency	Quantity (Scope)	Units of Measurement	Classification by OKVED2	Classification by OKPD2
90 750	EUR	1	Undefined	33.16	33.16.10.000
Place of Delivery/Performance of Works/Provision of Services (address)			Maintenance base of supplier the service in EU territory		

Term and Payment Procedure for Goods (Work. Service)	within 30 days after receipt of the invoice
Request Security (amount)	Not applicable
Right of the Procurement Bidder to submit a draft of counter-agreement	Not applicable

Assessment and Comparing Criteria of Quotes

Lot №1	
The procedure for calculating points by criterion	The winner is the participant with the highest score
The name of the criteria, the procedure for calculating the number of points and the maximum number of points for each criterion:	
K1. Monthly subscription fee in EUR 35 points	
K2. The cost of calling a technical specialist, including the first hour of his work ----- 45 points	
K3. Cost of man-hour in EUR for additional works ----- 20 points	
To calculate the score for the criteria "K1", "K2" and "K3" the formula is used:	
Sbase / Sqpl x K, where	
<ul style="list-style-type: none"> - Sbaz - the best (least) of all offers of participants; - Spredl - the participant's evaluated offer; - K - the maximum score for the criterion. 	
K of the participant = K1 + K2 + K3	
The contract will be concluded with the participant who has taken the highest place following the results of the procedure.	

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

Request for Participation¹ In the Procurement Procedure:
<i>(state the name of the procurement procedure, procedure number if necessary lot number)</i>
1. Having studied the terms and requirements stated in the procurement documentation posted in the electronic trading facility as well as the Regulation on procurement of goods, work, service of the Customer and accepting the requirements stated therein, terms for holding the request for quotations, request for proposals and delivery of goods (performance of works, provision of services)
<i>(state full name of legal entity/last name, first name, patronymic of individual)</i>
Registered at the following address:
<i>(state place of location address of legal entity/place of residence of individual)</i>
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:
1. Monthly subscription fee in EUR
2. The cost of calling a technical specialist, including the first hour of his work -----
3. Cost of man-hour in EUR for additional works -----
2. This Request for participation in the request for quotations, request for proposals, is to advise (declare) that against us:
Neither award of the arbitration court on adjudication a bankrupt and initiating bankruptcy proceedings, nor liquidation procedure was carried out (for legal entities)
Activity is not suspended in the manner contemplated by the Russian Federation Administrative Offence Code, as of the submission day of the request for procurement participation purposes;
No information in the register of mala fide suppliers contemplated by Article 5 of Federal Act No. 223-ФЗ and in the register of mala fide suppliers contemplated by Federal Act No. FZ-44 dated 05 April 2013 "On Contracting System in Procurement of Goods, Works, and Services for Governmental and Municipal Needs".
3. This is to guarantee the accuracy of information submitted by us in the request for participation in the procurement and confirm the right of the Customer which is without prejudice to the requirement to form equal terms for all procurement bidders, to request from us, from the authorized agencies and legal entities and individuals mentioned in our request for participation in the procurement, clarifying information submitted by us in it.

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

<p>4. In the event of our winning in the request for quotations, request for proposals we guarantee the provision of details with respect to all chain of owners, including beneficiaries (including ultimate) and the members of executive bodies with evidencing by the relevant documents (except the procurement bidders which are governmental authorities, governmental and municipal agencies and unitary enterprises) in a week term from posting the record determining the right of the bidder to conclude an agreement with the customer, in the unified information system.</p>		
<p>5. In the event the Customers offers to conclude an agreement by the results of the procurement, we undertake to sign an agreement with Rossiya Airlines JSC in accordance with the requirements of procurement documentation and our request, in term not later than three calendar days from the day of receipt of the agreement from the customer and give our consent to perform the terms of such agreement.</p>		
<p>6. In the event we are recognized the procurement bidder ranked the second by the results of the procurement, and the procurement winner is recognized evaded the conclusion of the agreement, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>7. In the event we are recognized the only procurement bidder, we undertake to sign the agreement in accordance with the requirements of the procurement documentation, our request and give consent to perform the terms of the agreement.</p>		
<p>8. If we are recognized the winner in the request for quotations, request for proposals or taking a decision on the conclusion of an agreement with us in the established instances, and our evasion of the conclusion of the agreement which is the subject-matter of the procurement, we agree to the inclusion of information in the Register of mala fide suppliers.</p>		
<p>9. 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.</p>		
<p>10. Submitting this request, I confirm my consent to processing personal data in accordance with Federal Act dated 27 July 2006 No. 152-FZ "On Personal Data"⁵.</p>		
<p>11. Documents which are an integral part of our request for participation in the procurement, are attached to this request for participation in the procurement:</p> <p>11.1. The Questionnaire Form of the procurement bidder in the form of Appendix 2;</p> <p>11.2. Copies of documents evidencing the right of the procurement bidder for delivery of goods where it is not a manufacturer and giving official warranties of the manufacturer of goods (in delivery of goods);</p> <p>11.3. Information about functional specifications (consumer properties) and qualitative specifications of goods, work, and services. In the instances contemplated by the procurement documentation, also copies of documents evidencing the conformity of goods, works, services with the requirements established in accordance with the laws of the Russian Federation provided that the laws of the Russian Federation establish requirements for such goods, works, and services.</p>		
According to the list on	pages	
Principal		
(signature)		(state initials, last name)
<i>SEAL</i>		
Date of issuance		
(DD) (MM) (YYYY)		

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

Appendix 2
To Procurement Documentation

BIDDER QUESTIONNAIRE FORM² Procurement Procedure	
<i>(state the name of procedure)</i>	
Procedure No. _____ <i>(state the procedure number)</i>	Lot No. _____ <i>(state the lot number)</i>
<i>(state full name of entity in accordance with the Articles of Association and legal organizational form)</i>	
<i>(state abbreviated name of the entity in accordance with the Articles of Association)</i>	
1. Legal details	
Country _____ of	_____
registration _____	_____
Registered address _____	_____
Street address _____	_____

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

Phone	_____
Fax	_____
E-mail	_____
2. Banking details	
INN / KPP of entity	_____
OGRN (Primary State Registration Number)	_____
Transaction Account No.	_____
Bank Name	_____
Correspondent account BIC	_____
3. Registration data	
Date, place and registration authority	_____
Founders	_____
Primary Business	_____
Included in the small and medium businesses ³	_____
OKPO	_____
OKVED	_____
4. Appendices to the Bidder Questionnaire Form:	
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	

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

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.	
<p>5. Contact person _____ <i>(state last name, first name, patronymic, telephone, fax, e-mail)</i></p> <p>This is to confirm by the bidder the accuracy of all data stated in the Questionnaire Form.</p>	
<p>Principal <i>(title of the Principal)</i> _____ <i>(signature)</i> _____ <i>(state initials, last name)</i></p> <p>SEAL</p> <p>Date of Issuance _____ <i>(DD)</i> _____ <i>(MM)</i> _____ <i>(YYYY)</i></p>	

Appendix 3
To Procurement Documentation

Terms of reference

Техническое задание на выполнение работ по устранению неисправностей на самолетах АО «Авиакомпания «Россия» (по запросу) в аэропорту Гатвик (LGW), Великобритания.

1. Форма, сроки и порядок оплаты Договоров

1.1 Формой оплаты является безналичный расчет.

1.2 Сроки и порядок оплаты: в течение 30 дней после получения инвойса.

1.3. Виды платежей:

- ежемесячная плата за предоставление услуг;

- оплата за вызов (включая 1 чел/час)

- оплата расходов за устранение неисправности по вызову на основе время/материал.

2. Место выполнения работ.

Аэропорт Гатвик (LGW), Великобритания

3. Срок действия договора.

С момента заключения до 31.12.2020.

3. Общие технические характеристики выполняемых работ:

3.1. Для одного наземного обслуживания, состоящего из прибытия и последующего вылета в согласованные сроки одного и того же воздушного судна, Обслуживающая компания должна предоставить следующие услуги, указанные в приложении А к Стандартному соглашению об условиях наземного обслуживания IATA (AHM810),

Description of the requirements for ON CALL DEFECT RECTIFICATION (on request) in Gatwick airport (LGW), UK, for JSC “Rossiya airlines” fleet.

1. The terms of payment of Contract.

1.1 Payment will be made by bank transfer.

1.2 Terms and payment condition: within 30 days after receiving of invoice.

1.3 Type of the payments:

- fee for on call service per month;
- charges for on call request (including 1 man hour)
- charges for defect rectification upon the request based on time and material.

2. Place of the service.

2.1 Gatwick airport (LGW), UK.

3. Period of the service agreement.

From the moment of the conclusion till 31.12.2020.

3. General description of the requirements:

3.1. 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 as specified in Annex A of IATA Standard Ground Handling Agreement (AHM810) from 2013 as following:

3.1.1. ON CALL DEFECT RECTIFICATION

Section 1: 1.2.3(j) Prepare, forward, files and retains for a period of three (3) years,

<p>от 2013 года, как определено ниже:</p> <p>3.1.1. УСТРАНЕНИЕ ДЕФЕКТОВ ПО ВЫЗОВУ</p> <p>Раздел 1: 1.2.3 (j) Подготовка, пересылка, архивация и хранение в течение трех (3) лет, сообщений / отчетов / статистики / документов и выполнение других административные функции в отношении обслуживания воздушных судов.</p> <p>Раздел 8: 8.3.1, 8.3.2, 8.3.3, 8.3.4(b), 8.4.1, 8.4.2, 8.4.3</p> <p>Типы самолетов: Airbus 319/320, Boeing 737-800 с двигателями CFM56.</p> <p>3.2. Не должно быть надбавок за работу в ночное время и в праздничные дни.</p> <p>3.3. Регистрационные номера самолетов для указанных выше типов прописаны в одобренной программе технического обслуживания Заказчика.</p> <p>3.4. Обслуживающая компания начнет оказывать помощь самолету Заказчика в течение 20 минут после запроса.</p> <p>4. Обслуживающая компания вправе предложить свой проект договора с сохранением существенных условий проекта договора, приложенного к тендерной документации.</p> <p>5. Обслуживающая компания должна иметь сертификаты EASA Part 145 & BDCA на право выполнения работ по техническому обслуживанию воздушных судов</p>	<p>messages/reports/statistics/documents and performs other administrative duties in respect of the aircraft maintenance.</p> <p>Section 8: 8.3.1, 8.3.2, 8.3.3, 8.3.4(b), 8.4.1, 8.4.2, 8.4.3</p> <p>Aircraft type: Airbus 319/320, Boeing 737-800 with CFM56 engines.</p> <p>3. 2. No extra charges will be made for providing the Services at night or legal holidays.</p> <p>3.3. Aircraft registration number(s), to the Aircraft Type(s) stated above, are stated in the Customer's current Approved Maintenance Program (AMP).</p> <p>3.4. The service company will begin to provide assistance to the customer's aircraft within 20 minutes after the request.</p> <p>4. The Handling Company has the rights to provide an own variant of a contract with compliance of the essential conditions, which are set forth in the draft of the contract of the Customer in the Procurement documentation.</p> <p>5. The service company must have EASA Part 145 & BDCA certificates for the right to perform maintenance of aircraft</p>
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Draft Agreement

JSC Rossiya airlines

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:

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: **Gatwick (LGW)**

Данное Приложение Б для а/п:

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>	*Transit Check, exclusive of VAT <i>Цена за Transit Check (включая 1 чел/час), без учета НДС</i>	The base rate for service on request, including man / hour (excluding VAT) <i>Базовый тариф за обслуживание по запросу, включая чел/час (без учета НДС)</i>	Additional man-hours, exclusive of VAT <i>Цена за 1 доп. чел/час, без учета НДС</i>
A320FAM/CFM56 B737-800/CFM56			

NOTE: Arrival Time of the engineering staff of the Handling Company should be no more than 20

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 20 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 ПЕРЕДЕЛ 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>
A320FAM B737-800	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:

“Обслуживающая компания” должна ежемесячно выставлять “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

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:

- 10.2 **To the Handling Company В адрес “Обслуживающей компании”**
Contractual matters: Operational matters:
По контракту: По оперативным вопросам:

PARAGRAPH 11 - GOVERNING LAW ЗАКОНОДАТЕЛЬСТВО

- 11.1 Notwithstanding Article 9 of the Main Agreement, the Handling Company and the Carrier agree that in the event of disagreement or dispute concerning the scope, meaning, construction or effect of this agreement, the parties will work to resolve the disagreement or dispute between them.

Несмотря на статью 9 Стандартного договора, “Обслуживающая компания” и “Перевозчик” соглашаются в том, что в случае разногласий или споров, касающихся области применения, значения, составления или действия этого соглашения, стороны будут работать, чтобы разрешить разногласия или споры, возникшие между ними.

- 11.2 The parties agree that this Annex B is governed by the _____ and the courts of _____ will be competent to settle any dispute, arising out of the present Annex B or in connection with it.

Стороны соглашаются, что это Приложение B регулируется в соответствии с _____ и суды) _____ будут компетентны разрешать любые споры, вытекающие из настоящего Приложения B или в связи с ним.

- 11.3 The present Contract is made up and signed in 2 (two) copies both in Russian and English languages, and in case of any dispute arising in respect of the true substance of individual provisions of the Contract, then the English version shall prevail.

Настоящее Приложение составлено и подписано в 2 (Двух) экземплярах на русском и английском языках, причем при возникновении каких-либо сомнений в отношении истинного содержания отдельных положений настоящего Приложения, версия, составленная на английском языке, будет иметь преимущественную силу.

PARAGRAPH 12 - DURATION, MODIFICATION AND TERMINATION

ИЗМЕНЕНИЯ И СРОКИ ДОГОВОРА

- 12.1 Notwithstanding Article 11.4 of the Main Agreement, this agreement shall remain in the force until 31.12.2020. Either Party may terminated this agreement with sixty (60) days prior written notice to the other Party.

Несмотря на положения статьи 11.4 Основного договора, этот Договор остается в силе до 31.12.2020. Любая из сторон может расторгнуть данный договор, направив другой стороне письменное уведомление не менее чем за шестьдесят (60) дней до даты расторжения.

PARAGRAPH 13 – AUDITING АУДИТ

- 13.1 The Carrier or its regulatory authority may, by prior written notice to the Handling Company, engage the Handling Company for the purpose of auditing at the location designated in this

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
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
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:
